

August 23, 1996

Mr. Lance R. Richman, P.G.  
Emergency and Remedial Response Division  
U.S. Environmental Protection Agency  
290 Broadway, 19<sup>th</sup> Floor  
New York, New York 10007-1866

Re: Request for Information Under 42 U.S.C §9601 *et seq.*  
Diamond Alkali Superfund Site, Passaic River Study Area

Dear Mr. Richman:

This letter responds to the United States Environmental Protection Agency ("US EPA") letter of July 15, 1996 to Sun Chemical Corporation ("Sun Chemical" or "Sun") requesting information pertaining to the above-identified Site ("the Site"). Sun Chemical requested and was granted by Ms. Wagner an additional eight days, to August 23, 1996, to provide a preliminary response to the information request.

**SUN CHEMICAL CORPORATION'S PRELIMINARY RESPONSE TO REQUEST FOR INFORMATION:  
DIAMOND ALKALI SUPERFUND SITE, PASSAIC RIVER STUDY AREA:**

**General Objections:**

Sun Chemical asserts the following general objections to the above-identified Request for Information ("Request").

**Time for Response** - Sun Chemical objects that the time allowed by U.S. EPA to respond (initially 30 days) to the information request is insufficient, given the breadth of the questions and the volume of documents that must be searched. In response to Sun Chemical's request for a thirty (30) day extension of the time within which to respond to U.S. EPA's 104(e) Information Request, Sun Chemical confirms that U.S. EPA granted it an additional eight (8) days in which to provide a preliminary response (to August 23, 1996). Accordingly, Sun intends to supplement its responses at a later time as it secures further information pertinent to the subject Site.

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**The Request is Overly Broad and Burdensome** - The scope of the Request is so overbroad and burdensome that it simply cannot be justified. The Request calls for information not directly relevant to the subject Site, such as the identification and chemical composition of all hazardous substances used or generated in its manufacturing process; all practices used by the company to store and dispose of substances; all results of sampling of soil, air or water at the facility; all documents related to generation, purchase, use, handling or disposal of hazardous substances; and the identification of all subsidiary, parent and affiliated companies regardless of whether they have any connection to the Site in question. The Request would require Sun Chemical to review records going back several years, including purchase orders, sampling data and corporate records without the requisite showing of any connection with the subject Site. Moreover, the Request is not limited to a period of time relevant to the subject Site.

The Request exceeds the authority provided under CERCLA §104(e). That provision allows EPA to request information relating to:

- (A) The identification, nature, and quantity of materials which have been or are generated, treated, stored, or disposed of at a ... facility or transported to a ... facility.
- (B) The nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at or from a ... facility.
- (C) Information relating to the ability of a person to pay for or to perform a cleanup.

42 U.S.C. §9604(e) (emphasis added)

In several respects, as pointed out in our comments following, the Request exceeds the scope of EPA's authority as outlined under §104(e). In particular, to the extent that the Request seeks information not related to hazardous substances that are alleged to be connected to the Site in question, seeks information concerning manufacturing processes and procedures, seeks information relating to a broad scope of environmental sampling, permitting, and enforcement, and seeks information pertaining to corporate structure without any connection to the Site in question, the Request is overly broad and surpasses EPA's authority under §104(e).

Without waiving its general or specific objections, Sun Chemical answers as follows:

1. How long has your company operated at the facility designated above? If your company

no longer operates at this facility, during what years did your company operate at the facility?

*Sun Chemical Corporation has operated at 185 Foundry Street, Newark, New Jersey since 1987.*

2. a) Does your company have or has it in the past had a permit or permits issued pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. If "yes", please provide the years that your company held such a permit and its EPA Identification Number.

**Objection:** *Sun Chemical objects to this question to the extent that it seeks information about any Sun Chemical facility other than the facility at 185 Foundry Street, Newark, New Jersey. With regard to that facility only, Sun Chemical answers that it has a RCRA Generator ID number NJD002458842. This RCRA generator ID has been used historically by Sun Chemical to manifest hazardous substances offsite.*

b) Does your company have or has it in the past had a permit or permits issued pursuant to the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq.? If "yes", please provide the years that your company held such a permit.

**Objection:** *Sun Chemical objects to this question to the extent that it seeks information about any Sun Chemical facility other than the facility at 185 Foundry Street, Newark, New Jersey. Sun Chemical's Newark facility does not hold a NPDES permit under the federal Water Pollution Control Act, 33 U.S.C. §1251 et seq. Pretreated and neutralized process wastewater is discharged to the City of Newark combined sewerage system for treatment by the Passaic Valley Sewerage Commissioners ("PVSC") pursuant to a local permit.*

3. Did your company receive, utilize, manufacture, discharge, release, store or dispose of any materials containing the following substances:

**Objection:** *Sun Chemical objects to this question to the extent that it seeks information about any Sun Chemical facility other than the facility at 185 Foundry Street, Newark, New Jersey. Further, Sun objects to this question because it fails to distinguish among the uses or purposes for which any particular hazardous substance may be present at Sun's facility without regard to whether any of such substances was or may have been discharged to the subject Site. Further, Sun Chemical objects to the extent that U.S. EPA seeks information concerning any release or threatened release of any substances which are not hazardous to the extent that U.S. EPA's authority under §104(e) is limited to inquiry concerning hazardous substances.*

*Without waiving its objection. Sun Chemical answers as follows with regard to the Newark facility:*

Substance	<u>Yes</u>	<u>No</u>
2,3,7,8 tetrachlorodibenzo-p-dioxin or other dioxin compounds		√
Benzene		√
Ethyl benzene - <i>only as a trace contaminant in xylene used in laboratory in small quantities only for testing; manifested offsite to RCRA TSDF</i>	√	
Phenol		√
Poly-Aromatic Hydrocarbons if "yes", please list specific compounds.		√
Toluene-- <i>lab use only - manifested offsite to a RCRA TSDF</i>	√	
Xylene -- <i>lab use only - manifested offsite to a RCRA TSDF</i>	√	
PCBs -- <i>contaminated soil due to historic fill --the top two feet of soil from about half of the facility was removed and transported offsite for appropriate disposal<sup>1</sup></i>	√	
Antimony		√
Arsenic -- <i>trace amounts in wastewater found by PVSC sampling - not used in Sun's manufacturing process; believed to have originated as trace contaminant in polyphosphoric acid; Sun has now verified a supplier of polyphosphoric acid that will allow Sun Chemical to meet applicable local limits</i>	√	
Boron		√

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<sup>1</sup>NJDEP confirmed that PCBs present in soil at Sun's Newark facility were due to the historic fill. The soil removal was performed prior to NJDEP confirming under ISRA that the PCBs were present due to historic fill. PCBs were not detected in the eight (8) onsite groundwater monitoring wells, with the exception of one instance in which the well pipe was packed with soil. Upon replacement of that well, PCBs were not detected in that well. Thus, PCBs were found to be immobile.

Substance	<u>Yes</u>	<u>No</u>
Cadmium -- <i>trace amounts in laboratory test paint solvent blend; manifested offsite to a RCRA TSDF</i>	√	
Chromium -- <i>trace amounts in laboratory test paint solvent blend; manifested offsite to a RCRA TSDF</i>	√	
Copper		√
Iron		√
Lead -- <i>trace amount as stormwater contaminant from runoff of adjacent upgradient property; believed to originate from Arkansas Chemical<sup>2</sup>; also trace amounts in laboratory test paint solvent blend, manifested offsite to a RCRA TSDF</i>	√	
Mercury		√
Nickel		√
Selenium		√
Silver		√
Tin		√
Zinc		√
Cyanide		√
Acenaphthene		√
Acetic acid -- <i>formerly used at facility but not presently used</i>	√	
Ammonia		√
Anthracene		√
Benzoic acid		√

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<sup>2</sup>EPA performed a removal action at Arkansas Chemical in the 1980s. EPA records for this site show the presence of various hazardous substances and contaminants at Arkansas Chemical. Currently the City of Newark owns the Arkansas Chemical property and is in the process of conducting further environmental investigations.

Substance	<u>Yes</u>	<u>No</u>
bis (2-ethylhexyl) phthalate -- <i>trace levels occasionally detected in effluent monitoring; not used at facility or generated in process; believed to originate from plastic piping</i>	√	
Caustic solution If "Yes" please list specific compounds - <i>Sodium hydroxide used to pretreat and neutralize process batches and effluent prior to discharge to PVSC for further treatment</i>	√	
Chlorides		√
Dianilinolerephthalic acid - (" <b>DATA</b> ") ( <i>not a CERCLA hazardous substance</i> ) - <i>See response to Question 4</i>	√	
2,4 Dimethylphenol		√
Dimethyl Phthalate		√
4,6' Dinitro-o-cresol		√
Di-N-Butylphthalate		√
Ditoluidinoteriphthalic acid (" <b>DTTA</b> ") ( <i>not a CERCLA hazardous substance</i> ) - <i>See response to Question 4</i>	√	
Fluorene		√
Isopropanol		√
Methanol - <i>used in Sun's manufacturing process; most of the methanol is recovered in an onsite methanol still for reuse in process; a small proportion of the methanol is neutralized and then discharged to PVSC for treatment</i>	√	
Methylene chloride		√
Naphthalene		√
Nitrate		√
Ortho Phosphates		√
Phenanthrene		√

Substance	<u>Yes</u>	<u>No</u>
Phenol		√
Phosphoric acid - <i>polyphosphoric acid used in Sun's manufacturing process and neutralized prior to discharge to PVSC for further treatment</i>	√	
Pyrene		√
Sulfates		√
Surfactants If "yes" please list specific compounds - <i>Aerosol &amp; Dupanol (not a CERCLA hazardous substances)</i>	√	

4. a) Provide a description of the manufacturing processes for which all hazardous substances, including, but not limited to, the substances listed in response to item (3) , were a product or by-product.

**Objection:** *Sun Chemical objects to this question to the extent that it seeks information about any Sun Chemical facility other than the facility at 185 Foundry Street, Newark, New Jersey. Moreover, EPA has not made a showing of any connection between the many chemicals listed above and the Site in question. Furthermore, Sun Chemical objects to the extent that the question seeks confidential business information. Without waiving its objections, Sun states that it is reviewing its manufacturing process and will provide a supplemental response with a request for confidentiality for trade secrets.*

- b) During what parts of the manufacturing processes identified in the response to items (4) (a) , above, were hazardous substances, including, but not limited to, the substances listed in response to item (3), generated?

**Objection:** *See response to Question 4(a) above. Without waiving its objections, Sun Chemical states that its process effluents are either sent to an on-site still for recovery of methanol and subsequently neutralized with caustic soda for discharge; or if there is no methanol in the wastewaters, are neutralized prior to discharge to the Passaic Valley Sewerage Commissioners (PVSC) treatment plant. Other than toluene and xylene and other laboratory waste trace elements as noted in response to Question 3, the substances listed in Question 3 are not "generated" per se during the manufacturing process, but*

*are raw materials used in the manufacturing process or are used for pretreatment.*

- (i) Describe the chemical composition of these hazardous substances.

**Objection:** *The question is vague and unclear. Sun Chemical is uncertain as to what is meant by "chemical composition." EPA has not specified whether it seeks chemical formulas or other information pertaining to these chemicals. Without waiving its objections, Sun refers to its response to Questions 4(a) and 4(b) above.*

- (ii) For each process, what amount of hazardous substances was generated per volume of finished product?

**Objection:** *It is not possible to determine the exact ratio of a hazardous substance generated per pound of product because acids and caustics are neutralized prior to discharge to the PVSC (there is zero discharge of acid or caustic as verified by pH testing), and most of the methanol is recovered in the process.*

- (iii) Were these hazardous substances combined with wastes from other processes? If so, wastes from what processes?

*There are no mixed or combined wastes. Waste oils and a small amount of laboratory waste solvent are managed separately from the process wastes and manifested offsite to a RCRA TSDF. Only process wastes are discharged to PVSC. Sanitary wastes then enter the sewer with the pretreated effluent and are discharged to PVSC.*

5. Describe the methods of collection, storage, treatment, and disposal of all hazardous substances, including, but not limited to, the substances listed in response to item (3) and (4). Include information on the following:

**Objection:** *Sun Chemical objects to the question as being overly broad and not specifically related to the subject Site. Without waiving its objections, Sun Chemical answers as follows:*

Waste management procedures:



*This process generates an aqueous wastestream consisting of phosphoric acid, water and possibly methanol. Wastestreams containing methanol are generally directed to an on-site distillation column where the methanol is recovered. The methanol is stored for reuse and the acidic water is pumped to a neutralization system which uses caustic soda for pH adjustment. The neutralized effluent is then discharged to PVSC.*

*Wastestreams that do not contain methanol are pumped directly to the neutralization system for pH adjustment prior to discharge to PVSC.*

*The laboratory uses small quantities of toluene and/or xylene for QC testing. The resulting wastes are segregated in 55-gallon steel drums, accumulated and subsequently manifested as hazardous waste to a RCRA TSD facility.*

*In 1992-93, the facility undertook an extensive New Jersey ECRA (now ISRA) cleanup. In accordance with the NJDEP-approved Remedial Action Work Plan, PCB-contaminated soil was removed and sent to Chem Waste Management in Model Cities, New York. On-site groundwater monitoring wells did not detect PCBs in groundwater, as noted in response to Question 3 above.*

a) Identify all persons who arranged for and managed the processing, treatment, storage and disposal of hazardous substances.

*Mr. Anthony Tedesco - former Newark facility manager  
Sun Chemical Corporation  
Rosebank Plant  
Staten Island, New York*

*Mr. Dennis Morrison - present Newark facility manager  
Sun Chemical Corporation  
185 Foundry Street  
Newark, NJ 07105  
(201) 344-4879*

*Mr. Robert Sharkey - oversaw ECRA cleanup  
Sun Chemical Corporation  
4625 Este Avenue  
Cincinnati, OH 45232  
(513) 681-5950*

*Mr. Martin McRoberts - oversaw ECRA cleanup  
No longer with Sun Chemical Corp.*

*Mr. James Wiedow - present facility environmental manager  
Sun Chemical Corporation  
185 Foundry Street  
Newark, NJ 07105  
(201) 344-4879*

b) If hazardous substances were taken off-site by a hauler or transporter, provide the names and addresses of the waste haulers and the disposal site locations.

*Several TSDFs have been used in the past by the Newark facility. The transportation and disposal of ECRA waste (PCB-contaminated soil) was handled by Chem Waste Management. In 1995, waste lab solvents were handled by Laidlaw Environmental Services, Laurel, MD; and Systech Environmental, Demopolis, AL (transported by Tristate Motors).*

*A copy of the 1995 RCRA Annual Generator's Report, including hazardous waste manifests, is attached to this response as Exhibit 5b. Manifests from the previous three years will be forwarded to US EPA in a supplemental response.*

c) Describe all storage practices employed by your company with respect to all hazardous substances from the time operations commenced until the present. Include all on-site and off-site storage activities.

*DATA and DTTA may be stored at Sun Chemical Corporation's Yardville, New Jersey warehouse prior to shipment to the Newark plant. Otherwise, there has been no other off-site storage.*

*Methanol, polyphosphoric acid and caustic soda have been and are presently stored in steel bulk storage tanks which are located within impervious diked areas.*

*Other raw materials (such as DATA, DTTA, and surfactants) are received and stored in drums.*

*Laboratory solvents (toluene and xylene) are received and stored in containers of five gallons or less.*

(i) If drums were stored outside, were the drums stored on the ground or were they stored on areas that had been paved with asphalt or concrete? Please provide a complete description of these storage areas.

*At the present, all storage areas are paved. Prior to 1992, all storage areas were not paved.*

(ii) When drums were stored outside, were empty drums segregated from full drums?

*Full and empty drums are presently segregated. Previously, full and empty drums were not always segregated due to space limitations and the relatively small size of the facility, as well as the relatively small quantities of materials used.*

d) What processes do you use to treat your waste? What do you do with the waste after it is treated?

*See answer to No. 5 above. Process wastewaters are subject to distillation for methanol recovery and/or neutralization for pH adjustment, as appropriate. Wastewater is then discharged to the PVSC for final treatment and disposal.*

6. a) For process waste waters generated at the facility which contained any hazardous substances, including, but not limited to, the substances listed in response to item (3) and (4):

(i) Was the waste stream discharged into a sanitary sewer and if so, during what years?

*See answer to No. 5 above. Process wastewaters are subject to distillation for methanol recovery and/or neutralization for pH adjustment, as appropriate. Wastewater is then discharged to the PVSC for final treatment and disposal.*

(ii) Were they treated before being discharged to the sanitary sewer and if so, how? Please be specific.

*See answer to No. 5. Wastewater is pretreated by distillation for methanol recovery and neutralization for pH adjustment.*

(iii) If the waste waters were not discharged to the sanitary sewer, where were they disposed and during what years?

*Not applicable.*

(iv) Please provide the results of any analyses performed on any waste process streams generated at the facility.

*Wastewater is continually monitored for pH prior to discharge pursuant to the PVSC permit. The PVSC permit requires periodic monitoring (monthly, for most parameters except pH) to assure compliance with applicable pretreatment regulations at 40 CFR Part 414 (OCPSF regulations) and local pretreatment requirements of PVSC. The results are reported regularly to PVSC. Results of monitoring are available at PVSC or will be provided in a supplemental response*

b) For floor drains or other disposal drains at the facility:

(i) Did the drains connect to a sanitary sewer and if so, during what years?

*Floor drains have been connected to the sanitary sewer during Sun Chemical's operations of the plant from 1987 to the present. Sun has no knowledge of conditions prior to 1987.*

(ii) If the floor drains or other disposal drains at the facility were not discharged to the sanitary sewer, where did they discharge and during what years?

*Not Applicable. Sun has no knowledge of conditions prior to 1987. See Response to Question 6(b)(i) above.*

c) (i) Did any storm sewers, catch basins or lagoons exist at any time at the facility and if so, during what years?

*Storm sewers originate from outside and upstream of the Sun Chemical plant. Plant and offsite storm waters drain into these storm sewer discharge to the PVSC combined sanitary sewer system.*

*There are no lagoons or catch basins on the Sun Chemical plant.*

(ii) If catch basins or lagoons existed, were they lined or un-lined?

*Not applicable.*

(iii) What was stored in the lagoons?

*Not applicable.*

(iv) Where was the discharge from any of these structures released and during what years? Was this discharge treated before its release and if so, how and during what years? What was the chemical composition of any waste waters released, and during which years?

*Not applicable.*

d) Please supply diagrams of any waste water collection, transport or disposal systems on the property.

*A detailed diagram of the wastewater collection, transport and disposal system will be forwarded to you in a supplemental response.*

7. a) For each hazardous substance, including, but not limited to, the substances listed in response to item (3) or identified in the responses to item (4), above, provide the total amount generated during the operation of the facility on an annual basis.

**Objection:** *Sun Chemical objects to this question to the extent that it seeks information about any Sun Chemical facility other than the facility at 185 Foundry Street, Newark, New Jersey. Without waiving its objections, Sun Chemical states:*

*Many of the hazardous substances listed in Question 3 are not waste materials and are not generated in the manufacturing process, but are raw materials.*

*With respect to lab waste solvents, approximately 1600 pounds are generated annually and shipped to a TSDF.*

*Caustic soda is used to neutralize phosphoric acid in the process wastewater discharged to PVSC; neither is discharged to the environment.*

*Most methanol is recovered in the on-site still. Methanol is reused in the manufacturing, and the small portion that cannot be recovered is discharged to PVSC, destroyed by a catalytic oxidizer (control device on drying oven) or*

*released as source-related or fugitive emissions to the atmosphere.*

b) Were any hazardous substances, including, but not limited to, the substances listed in response to item (3) or identified in the responses to item (4), above, disposed of in the Passaic River or discharged to the Passaic River? If yes, identify the hazardous substances, estimate the amount of material discharged to or disposed of in the Passaic River and the frequency with which this discharge or disposal occurred. Also please include any sampling of the river which you might have done after any discharge or disposal.

*Sun Chemical has no direct discharge to the Passaic River and has performed no sampling of the River. Sun Chemical's pretreated effluent is discharged to the City of Newark's combined sewer system for treatment by PVSC.*

c) Also, EPA has information relating to overflow discharge in 1987. Please provide all information relating to this discharge.

**Objection:** *Sun Chemical is unable to ascertain what EPA means by an "overflow discharge in 1987." Sun Chemical has no information or knowledge relating to any such specific discharge at or by Sun Chemical in 1987.*

8. Please identify any leaks, spills, explosions, fires or other incidents of accidental material discharge that occurred at the facility during which or as a result of which any hazardous substances, including, but not limited to, the substances listed in response to item (3) or (4), were released on the property, into the waste water or storm drainage system at the facility or to the Passaic River. Provide any documents or information relating to these incidents, including the ultimate disposal of any contaminated materials.

*To date, Sun Chemical has not determined any information indicating any leaks, spills, explosions, fires or other incidents which resulted in the release of hazardous substances on the property, into the wastewater or storm drainage system, or to the Passaic River, with the exception of its normal process wastewater pretreatment and discharge to PVSC previously described in Sun's answer to Questions 5 and 6 above. Sun is continuing its research of documents and will advise EPA if it learns of any additional information pertinent to this question.*

a) Please provide the results of any sampling of the soil, water, air or other media after any such incident and before and after clean-up. Please provide in this information all sampling

performed for or by NJDEP.

**Objection:** *The question is overly broad and seeks information not shown to be relevant to the subject Site. For instance, EPA has not shown the relevance of air monitoring from the Sun Chemical facility to the Site in question. Without waiving its objection, Sun states as follows:*

*Pursuant to the New Jersey ECRA program, a site investigation and cleanup was performed in 1992-93. A substantial quantity of PCB-containing soil was removed from the site for off-site disposal. As discussed above in the response to Question 5 and in Footnote 1, NJDEP confirmed that the presence of PCBs was due to historic fill. PCBs were found on Sun Chemical's property and are ubiquitous to the surrounding properties.*

9. a) Was your facility ever subject to flooding? If so, was the flooding due to:

(i) overflow from sanitary or storm sewer back-up, and/or

*The area of Newark in which this site is located has a history of periodic flooding. Flood events occur several times a year and usually last for less than a day. Sun Chemical has no detailed record of these events. The flooding is believed to be the result of backups in the combined storm/sanitary sewer system of PVSC. Sun Chemical believes that sites upstream of Sun Chemical may be causing some contamination of lead and possibly other substances to enter Sun Chemical's sewers during storm events.*

(ii) flood overflow from the Passaic River?

*Unknown.*

b) Please provide the date and duration of each flood event.

*Sun Chemical has not kept records of the dates of such events. However, Sun Chemical is aware of at least one such sewer overflow that occurred in July, 1995.*

10. Please provide a detailed description of any civil, criminal or administrative proceedings against your company for violations of any local, State or federal laws or regulations relating to

water pollution or hazardous waste generation, storage, transport or disposal. Provide copies of all pleadings and depositions or other testimony given in these proceedings.

**Objection:** *This question is overly broad and is beyond the scope of the Site which is the subject of this information request. The question would require Sun Chemical to produce numerous documents such as depositions and transcripts that have no bearing whatsoever on the Site which is the subject of this request. Furthermore, Sun objects to the extent that this question is intended to address any facilities other than the Newark facility. Without waiving its objection, Sun Chemical answers as follows:*

*Sun Chemical was named in a Complaint filed on or about Dec. 15, 1993 by PVSC alleging violations of its local PVSC discharge permit. PVSC v. Sun Chemical Corp., No. C-318-93, Superior Court, Chancery Div. (Essex Cty.). The complaint alleged that Sun Chemical had caused or allowed a violation of an effluent limitation for methylene chloride and violations of the effluent limitations for lead, pursuant to the OCPSF regulations (40 CFR Part 414). The case was concluded with the execution and filing of a Stipulation of Dismissal on October 27, 1994, in which PVSC concurred that Sun Chemical was not subject to the OCPSF effluent limitation for lead. Copies of pertinent documents are available as public documents from Superior Court.*

*Subsequently, in early 1995 PVSC filed a Complaint in Superior Court, Chancery Div. (Essex Cty.; No. C-116-95). alleging an exceedence by Sun of an effluent limitation for toluene. Sun Chemical had determined that the toluene in its effluent sample was most likely attributable to its presence as a trace contaminant in one of the raw materials used in the manufacturing process. The parties settled the matter through a Consent Order in July 1995, by which Sun Chemical agreed to a schedule for evaluating the raw materials supplied by various suppliers and achieving compliance with the limitation by selecting a supplier of toluene-free material.*

a) EPA has information that your facility received a notice of violation from PVSC in 1994 regarding an exceedence of the daily maximum limit for toluene. Please provide information on how this and any other violations were resolved including the results of any pre- and post-violation sampling of groundwater, surface water, and soils.

*See the answer immediately preceding on Civil Case No. C-116-95. Toluene is not used in the manufacturing process and is used only in small quantities for*



*laboratory QC testing, where it is disposed of offsite at a licensed TSDF under manifest as a RCRA hazardous waste. Trace contamination by toluene in a raw material has now been resolved in that Sun Chemical now uses toluene-free material.*

11. Provide a copy of each document which relates to the generation, purchase, use, handling, hauling, and/or disposal of all hazardous substances, including, but not limited to, the substances listed in response to item (3) or (4). If you are unable to provide a copy of any document, then identify the document by describing the nature of the document (e.g. letter, file memo, invoice, inventory form, billing record, hazardous waste manifest, etc.). Describe the relevant information contained therein. Identify by name and job title the person who prepared the document. If the document is not readily available, state where it is stored, maintained, or why it is unavailable.

**Objection:** *The scope of this question far exceeds the intended scope of the investigation of the Passaic River Study Site. The question is overly broad. Moreover, Sun objects to the extent that the question was intended to apply to any but its Newark facility as not being relevant to the Site in question. Without waiving its objections, Sun states that it is supplying copies of its 1995 RCRA hazardous waste manifests. Other documents requested by this question are maintained offsite. These documents are voluminous and will require more time to review and copy. Those documents are presently under review and relevant documents will be provided in a supplemental response.*

12. a) Did you or anyone else sample the soil, ground water, surface water, ambient air or other environmental media at the facility for purposes other than those identified in questions above?

**Objection:** *The scope of this question far exceeds the intended scope of the investigation of the Passaic River Study Site. The question is overly broad. Without waiving its objections, Sun states again that it conducted soil and ground water sampling in connection with its ECRA investigation, as stated in its answer to Question 5 above. However, Sun Chemical objects to the scope of the question because the mere presence of a hazardous substance in the facility's soil, air or groundwater is not related to the condition of the Passaic River. Without waiving its objections, Sun Chemical states that its files are voluminous and stored in an offsite location. Sun is continuing its review of this information and will provide you with any further relevant documents responsive to the request in a supplemental response.*

- b) If so, please provide all other documents pertaining to the results of these analyses.

*See response to 12.a. above.*

13. a) Has your company owned the facility at the location designated above? If so, from whom did your company purchase the property and in what year? If your company subsequently sold the property, to whom did your company sell it and in what year? Please provide copies of any deeds and documents of sale.

*Sun Chemical Corporation purchased the property from the prior owner, Foundry Street Corporation, on or about November 20, 1990. A copy of the deed is enclosed as Exhibit 13.a.*

- b) If your company did not own the facility, from whom did your company rent the facility and for what years? Please provide copies of any rental agreements.

*Prior to purchasing the property at 185 Foundry Street, as described in response to Question 13.a. above, Sun Chemical Corporation leased the 185 Foundry Street facility from Foundry Street Corporation. A copy of the lease is enclosed as Exhibit 13.b.*

- c) To the extent that you know, please provide the names of all parties who owned or operated the facility during the period from 1940 through the present. Describe the relationship, if any, of each of those parties with your company.

*Previous owners of the property are:*

<i>Foundry Street Corporation</i>	<i>5/3/71 to 11/20/90</i>
<i>Kem Realty Co.</i>	<i>5/17/62 to 5/3/71</i>
<i>Chemical Industries, Inc.</i>	<i>1/20/39 to 5/17/62</i>
<i>Roanoke Inc.</i>	<i>before 1/20/39</i>

*None of these companies has or had any relationship to Sun Chemical Corporation. See Exhibit 13(c).*

14. Answer the following questions regarding your business or company. In identifying a company that no longer exists, provide all the information requested, except for the agent for

service of process. If your company did business under more than one name, list each name.

- a) State the legal name of your company.

*Sun Chemical Corporation*

- b) State the name and address of the president or the chairman of the board, or other presiding officers of your company.

*Edward E. Barr, President, CEO and Chairman of the Board  
Sun Chemical Corporation  
222 Bridge Plaza South  
Fort Lee, New Jersey 07024*

- c) Identify the state of incorporation of your company and your company's agent for service of process in the state of incorporation and in New Jersey.

*Sun Chemical is incorporated in the State of Delaware.*

*Its agent for service in Delaware is:*

*CT Corporation Systems  
209 Orange Street  
Wilmington, DE 19801*

*Its agent for service in New Jersey is:*

*CT Corporation  
820 Bear Tavern Road  
West Trenton, New Jersey 08628*

- d) Provide a copy of your company's "Certificate of Incorporation" and any amendments thereto.

**Objection:** *The original certificate of incorporation together with all amendments is very voluminous, and EPA has not made any showing of its relevance to the subject Site. Without waiving its objections, Sun Chemical is providing a copy of the most recently amended certificate as Exhibit 14(d)..*

e) If your company is a subsidiary or affiliate of another company, or has subsidiaries, or is a successor to another company, identify these related companies. For each related company, describe the relationship to your company; indicate the date and manner in which each relationship was established.

**Objection:** *EPA has made no showing of the relevance of the identity, relationships and dates of relationships of Sun Chemical Corporation with its affiliates, parents and subsidiaries. Sun Chemical Corporation is part of a multi-national group of corporations involving facilities in several continents, which have no direct connection with the subject Site.*

*Without waiving its objections, Sun Chemical states that its parent company is:*

*Sun Chemical Group B.V.  
Holland*

*The parent company of Sun Chemical Group B.V. is:*

*Dainippon Ink & Chemicals, Inc.  
Tokyo, Japan*

*Sun Chemical Corporation has numerous affiliates, none of which has any relationship to the Site in question.*

f) Identify any predecessor organization and the dates that such company became part of your company.

*None. Sun Chemical Corporation was newly created on December 3, 1986.*

g) Identify any other companies which were acquired by your company or merged with your company.

**Objection:** *See response to Question 14(e) above. Without waiving its objection, Sun Chemical states that several companies were merged into Sun Chemical Corporation, none of which has any relationship to the Site in question.*

h) Identify the date of incorporation, state of incorporation, agents for service of process

Mr. Lance R. Richman, P.G.  
August 23, 1996  
Page 21

in the state of incorporation and New Jersey, and nature of business activity, for each company identified in the responses to items (14)(e),(f),and (g), above.

**Objection:** *EPA has failed to make any showing of relevance if the information sought in this question to the subject Site. The question calls for voluminous information and data without any connection to the subject of this Request. The question exceeds the authority of EPA under CERCLA §104(e). As Sun Chemical Corporation owns the Newark facility, service of process may be made as noted in response to Question 14.c. above.*

i) Identify all previous owners or parent companies, address(es), and the date change in ownership occurred.

**Objection:** *This request is overly broad, irrelevant and exceeds EPA's authority. Sun Chemical Corporation owns the Newark facility. See response to previous question.*

15. Provide the name, address, telephone number, title and occupation of the person(s) answering this "Request for Information" and state whether such person(s) has personal knowledge of the responses. In addition, identify each person who assisted in any way in responding to the "Request for Information" and specify the question to which each person assisted in responding. Please include the names and addresses of former employees who were contacted to respond to any of the questions.

Mr. Robert Sharkey  
Melvin Cox, Esquire  
Mr. Dennis Morrison

Enclosures

cc: Amelia Wagner, Esquire, Assistant Regional Counsel

843790020

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of New Jersey :

County of Essex :

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that my company is under a continuing obligation to supplement its response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or the company's response thereto should become known or available to the company.

Dennis Morrison  
NAME (print or type)

Plant Manager  
TITLE (print or type)

Dennis Morrison  
SIGNATURE

Sworn to me this 22 day of August, 1996

T. Mezhibovsky  
Notary Public

TAMMY MEZHIBOVSKY  
Notary Public, State of New Jersey  
No. 2160459  
Qualified in Union County  
Commission Expires December 6, 1998.

843790021

Mr. Lance R. Richman, P.G.

August 23, 1996

Page 23

bcc: Melvin Cox, Esquire  
Mr. Alan Shearer  
Mr. James Wiedow  
Mr. Robert Sharkey  
Ellen Radow Sadat, Esquire  
Susan E. Hoffman, Esquire

843790022

Exhibit  
5 (b)

843790023



Site Name SUN CHEMICAL CORP  
185 FOUNDRY STREET  
NEWARK, NEW JERSEY 07105  
EPA ID No. NJD 002 458 842

OFFICIAL USE ONLY	
Ann. Fee	_____
RA	_____
Date	_____
Rec'd By	_____

**HAZARDOUS WASTE REPORT  
1995 FEE VERIFICATION FORM**

INSTRUCTIONS: Complete the below fee category information. If your site falls into a category that requires the submittal of a fee, attach the check where indicated. Return this page with your report. When submitting multiple reports, each site will require a separate Fee Verification Form; however, any fees owed may be combined into one check.

Attach check here (do not send cash)

Make Payable to: Treasurer State of New Jersey

Mail Report to: New Jersey Dept. of Environmental Protection  
Bureau of Revenue (c/o Solid and Hazardous Waste)  
CN 417  
Trenton, New Jersey 08625-0417

**Fee Category**

- |                                     |          |  |
|-------------------------------------|----------|--|
| <input checked="" type="checkbox"/> | No Fee   | This site was only a transporter of waste oil from exempt or small quantity generators; or this site was not a NJ large quantity generator; or<br>this site (company) manifested less than 1.33 tons of hazardous waste for the calendar year. |
| <input type="checkbox"/>            | \$125.00 | This site (company) manifested 1.33 tons or more of hazardous waste but less than 10 tons of hazardous waste during the calendar year.   |
| <input type="checkbox"/>            | \$180.00 | This site (company) manifested 10 tons or more of hazardous waste but less than 100 tons of hazardous waste during the calendar year.  |
| <input type="checkbox"/>            | \$300.00 | This site (company) manifested 100 tons or more of hazardous waste but less than 150 tons of hazardous waste during the calendar year.   |
| <input type="checkbox"/>            | \$400.00 | This site (company) manifested 150 tons or more of hazardous waste during the calendar year.   |

843790024

BEFORE COPYING FORM, ATTACH SITE IDENTIFICATION LABEL OR ENTER:

SITE NAME:

SUN CHEMICAL CORP.  
185 FOUNDRY ST. NEWARK, NJ 07105

EPA ID NO:

NJD 002 458 842

NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

1995 Hazardous Waste Report

FORM  
IC

IDENTIFICATION AND  
CERTIFICATION

INSTRUCTIONS: Read the detailed instructions beginning on page 9 of the 1995 Hazardous Waste Report booklet before completing this form.

Sec. I

Site name and location address. Complete A through H. Check the box ☐ in items A, C, E, F, G, and H if same as label; if different, enter corrections. If label is absent, enter information. Instruction page 10.

A. EPA ID No.

Same as label ☐ or → NJD 002 458 842

B. County

ESSEX

C. Site/company name

Same as label ☒ or → SUN CHEMICAL CORP.

D. Has the site name associated with this EPA ID changed since 1993?

☐ 1 Yes

☒ 2 No

E. Street name and number. If not applicable, enter industrial park, building name, or other physical location description.

Same as label ☒ or → 185 FOUNDRY ST.

F. City, town, village, etc.

Same as label ☐ or → NEWARK

G. State

Same as label NJ

H. Zip Code

Same as label 07105

Sec. II

Mailing address of site. Instruction page 10.

A. Is the mailing address the same as the location address?

☒ 1 Yes (SKIP TO SEC. III)

☐ 2 No (GO TO BOX B)

B. Number and street name of mailing address

C. City, town, village, etc.

D. State

E. Zip Code

Sec. III

Name, title, and telephone number of the person who should be contacted if questions arise regarding this report. Instruction page 10.

A. Please print:

Last Name

First name

M.I.

WIEDOW JAMES J

B. Title

ENVIRONMENTAL  
MANAGER

C. Telephone

718 981-1600

Extension X281

Sec. IV

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties under Section 3008 of the Resource Conservation and Recovery Act for submitting false information, including the possibility of fine and imprisonment for knowing violations."

A. Please print:

Last Name

First name

M.I.

WIEDOW JAMES J

B. Title

ENVIRONMENTAL MANAGER

C. Signature

James J Wiedow

D. Date of signature

02 28 96  
MO. DAY YR.

202 458 842

IDENTIFICATION LABEL OR ENTER:  
MYKAL CORP.  
202 458 842  
07105  
202 458 842

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

1995 Hazardous Waste Report

FORM  
IC

IDENTIFICATION AND  
CERTIFICATION

Instructions beginning on page 9 of the 1995 Hazardous Waste Report booklet before completing this form.

Instructions. Complete A through H. Check the box ☐ in items A, C, E, F, G, and H if same as label; if different, enter corrections. If label is absent, enter 10.

A. EPA ID <u>202 458 842</u>		B. County <u>ESSEX</u>
C. Name <u>CHEMICAL CORP.</u>		D. Has the site name associated with this EPA ID changed since 1993? <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No
E. Location description, enter industrial park, building name, or other physical location description. <u>Foundry ST</u>		
F. Name <u>MYKAL</u>	G. State Same as label <u>NJ</u>	H. Zip Code Same as label <u>07105</u>

Instructions page 10.

I. Location address? <input checked="" type="checkbox"/> 1 Yes (SKIP TO SEC. III) <input type="checkbox"/> 2 No (GO TO BOX B)	
J. Address	
K. D. State	L. E. Zip Code

Instructions page 10.

M. Name <u>JAMES J</u>	N. Title <u>ENVIRONMENTAL MANAGER</u>	O. Telephone <u>718 981-1600</u> Extension <u>X281</u>
---------------------------	--	--

I warrant that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are provisions of the Resource Conservation and Recovery Act for submitting false information, including the possibility of fine and imprisonment for submitting false information.

P. First name <u>JAMES</u>	Q. M.I. <u>J</u>	R. B. Title <u>ENVIRONMENTAL MANAGER</u>
S. Signature <u>Wendow</u>		T. D. Date of signature <u>02 28 96</u> MO. DAY YR.

Instructions. Complete A through H. Check the box ☐ in items A, C, E, F, G, and H if same as label; if different, enter corrections. If label is absent, enter 10.

Instructions. Complete A through H. Check the box ☐ in items A, C, E, F, G, and H if same as label; if different, enter corrections. If label is absent, enter 10.

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Instructions. Complete A through H. Check the box ☐ in items A, C, E, F, G, and H if same as label; if different, enter corrections. If label is absent, enter 10.

NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

1995 Hazardous Waste Report

WASTE GENERATION  
AND MANAGEMENTFORM  
GM

BEFORE COPYING FORM, ATTACH SITE IDENTIFICATION LABEL OR ENTER:

SITE NAME: SUN CHEMICAL CORP.  
185 FOUNDRY ST. NEWARK, NJ  
 EPA ID NO: NJ A 002 456 842 - 07105

INSTRUCTIONS: Read the detailed instructions beginning on page 16 of the 1995 Hazardous Waste Report booklet before completing this form.

Sec. I A. Waste description - Instruction page 18. WASTE WATER EFFLUENT CONSTITUENTS BEING METHANOL, WATER AND PHOSPHORIC ACID GENERATED BY THE PRODUCTION PROCESS OF ORGANIC PIGMENTS  
WATER IS CORROSIVE AND COMBUSTIBLE

B. EPA hazardous waste code Page 19. <u>F 003 D 001</u> <u>D 002</u>		C. State hazardous waste code Page 19. <u>NA</u>	
D. SIC code Page 19. <u>2865</u>	E. Origin code <u>3</u> Page 19 System Type <u>LM 021</u>	F. Source code Page 20. <u>A 32</u>	G. Point of measurement Page 20. <u>L</u>
H. Form code Page 20. <u>219</u>		I. RCRA - radioactive mixed Page 20. <u>2</u>	

Sec. II A. Quantity generated in 1994 Instruction Page 21. <u>0</u>	B. Quantity generated in 1995 Page 21. <u>0</u>	C. UOM Density Page 21. <u>L 8.34</u> <input checked="" type="checkbox"/> 1 lbs/gal <input type="checkbox"/> 2 sg	D. Did this site do any of the following to this waste: treat on site, dispose on site, recycle on site, or discharge to a sewer/POTW? Page 21. <input checked="" type="checkbox"/> 1 Yes (CONTINUE TO SYSTEM 1) <input type="checkbox"/> 2 No (SKIP TO SEC. III)
ON-SITE PROCESS SYSTEM 1 On-site process system type Page 22. <u>LM 021</u> Quantity treated, disposed, or recycled on site in 1995 <u>0</u>		ON-SITE PROCESS SYSTEM 2 On-site process system type Page 22. <u>LM</u> Quantity treated, disposed, or recycled on site in 1995 <u>0</u>	

Sec. III A. Was any of this waste shipped off-site in 1995 Instruction page 22. <input type="checkbox"/> 1 Yes (CONTINUE TO BOX B) <input checked="" type="checkbox"/> 2 No (SKIP TO SEC IV)				
Site 1	B. EPA ID No. of facility waste was shipped to Page 23. <u>0000000000</u>	C. System type shipped to Page 23. <u>LM</u>	D. Off-site availability code Page 23. <u>0</u>	E. Total quantity shipped in 1995 Page 23. <u>0</u>
Site 2	B. EPA ID No. of facility waste was shipped to Page 23. <u>0000000000</u>	C. System type shipped to Page 23. <u>LM</u>	D. Off-site availability code Page 23. <u>0</u>	E. Total quantity shipped in 1995 Page 23. <u>0</u>

Sec. IV A. Did new activities in 1995 result in minimization of this waste? Instruction page 24. <input type="checkbox"/> 1 Yes (CONTINUE TO BOX B) <input checked="" type="checkbox"/> 2 No (THIS FORM IS COMPLETE)				
B. Activity Page 24. <u>W</u> <u>W</u> <u>W</u> <u>W</u>	C. Other effects Page 25. <input type="checkbox"/> 1 Yes <input type="checkbox"/> 2 No	D. Quantity recycled in 1995 due to new activities Page 25. <u>0</u>	E. Activity/production index Page 25. <u>0</u>	F. 1995 source reduction quantity Page 26. <u>0</u>

Comments:

SEE I BOX H MIXTURE OF METHANOL, PHOSPHORIC ACID AND WATER.

BEFORE COPYING FORM, ATTACH SITE IDENTIFICATION LABEL OR ENTER:

SITE NAME:

SUN CHEMICAL CORP.  
185 FOUNDRY ST. NEWARK N.J.  
N.J. 07105

EPA ID NO:

N.J. 022 458 842

FORM  
GM

NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

1995 Hazardous Waste Report

WASTE GENERATION  
AND MANAGEMENT

INSTRUCTIONS: Read the detailed instructions beginning on page 16 of the 1995 Hazardous Waste Report booklet before completing this form.

## Sec. I

A. Waste description - Instruction page 18. FLAMMABLE Liquid From Paint Testing generated by  
QUALITY CONTROL TESTING OF ORGANIC PIGMENTS.

B. EPA hazardous waste code Page 19.

0001 F003 F005  
0005 0007

C. State hazardous waste code Page 19.

NA

D. SIC code Page 19.

2865

E. Origin code Page 19

L  
System  
Type LM

F. Source code Page 20.

94

G. Point of measurement Page 20.

2

H. Form code Page 20.

209

I. RCRA - radioactive mixed Page 20.

2

## Sec. II

A. Quantity generated in 1994  
Instruction Page 21.

1635.0

B. Quantity generated in 1995  
Page 21.

1600.0

C. UOM  
Page 21.

1.3.00  
☒ 1 lbs/gal ☐ 2 sg

Density

D. Did this site do any of the following to this waste: treat on site, dispose on site, recycle on site, or discharge to a sewer/POTW? Page 21.

☐ 1 Yes (CONTINUE TO SYSTEM 1)  
☒ 2 No (SKIP TO SEC. III)

## ON-SITE PROCESS SYSTEM 1

On-site process system type  
Page 22.

LM

Quantity treated, disposed, or recycled on site  
in 1995

1600.0

## ON-SITE PROCESS SYSTEM 2

On-site process system type  
Page 22.

LM

Quantity treated, disposed, or recycled on site  
in 1995

1600.0

## Sec. III

A. Was any of this waste shipped off-site in 1995  
Instruction page 22.

☒ 1 Yes (CONTINUE TO BOX B)  
☐ 2 No (SKIP TO SEC. IV)

Site 1

B. EPA ID No. of facility waste was shipped to  
Page 23.

M00 980 554 653

C. System type shipped to  
Page 23.

LM 051

D. Off-site  
availability code  
Page 23.

1

E. Total quantity shipped in 1995  
Page 23.

800.0

Site 2

B. EPA ID No. of facility waste was shipped to  
Page 23.

ALD 981 019 045

C. System type shipped to  
Page 23.

LM 051

D. Off-site  
availability code  
Page 23.

1

E. Total quantity shipped in 1995  
Page 23.

800.0

## Sec. IV

A. Did new activities in 1995 result in minimization of this waste? ☐ 1 Yes (CONTINUE TO BOX B)  
Instruction page 24. ☒ 2 No (THIS FORM IS COMPLETE)

B. Activity Page 24.

W W  
W W

C. Other effects Page 25.

☐ 1 Yes  
☐ 2 No

D. Quantity recycled in 1995 due to new activities  
Page 25.

1600.0

E. Activity/production  
index Page 25.

1

F. 1995 source reduction quantity Page 26.

1600.0

Comments:

BEFORE COPYING FORM, ATTACH SITE IDENTIFICATION LABEL OR ENTER:

SITE NAME: SUN CHEMICAL CORP.  
185 Foundry St. NEWARK, NJ.  
 EPA ID NO: N.J.D. 002 458 842 <sup>07/05</sup>

NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

1995 Hazardous Waste Report

FORM  
01OFF-SITE  
IDENTIFICATION

INSTRUCTIONS: Read the detailed instructions on the reverse side before completing this form.

<b>Site 1</b>	A. EPA ID No. of off-site installation or transporter <u>M.I.D. 980 554 653</u>	B. Name of off-site installation or transporter <u>LAIDLAW ENVIRONMENTAL SERVICES</u>
C. Handler type (CHECK ALL THAT APPLY) <input type="checkbox"/> Generator <input checked="" type="checkbox"/> Transporter <input type="checkbox"/> TSDR	D. Address of off-site installation Street <u>NA</u> City _____ State _____ Zip _____	
<b>Site 2</b>	A. EPA ID No. of off-site installation or transporter <u>M.I.D. 980 554 653</u>	B. Name of off-site installation or transporter <u>LAIDLAW ENVIRONMENTAL SERVICES</u>
C. Handler type (CHECK ALL THAT APPLY) <input type="checkbox"/> Generator <input type="checkbox"/> Transporter <input checked="" type="checkbox"/> TSDR	D. Address of off-site installation Street <u>3527 WISKEY BOTTOM ROAD</u> City <u>LAUREL</u> State <u>M.I.D.</u> Zip <u>210724</u>	
<b>Site 3</b>	A. EPA ID No. of off-site installation or transporter <u>M.I.D. 095 038 998</u>	B. Name of off-site installation or transporter <u>TRI-STATE MOTOR TRANSIT CO.</u>
C. Handler type (CHECK ALL THAT APPLY) <input type="checkbox"/> Generator <input checked="" type="checkbox"/> Transporter <input type="checkbox"/> TSDR	D. Address of off-site installation Street _____ City _____ State _____ Zip _____	
<b>Site 4</b>	A. EPA ID No. of off-site installation or transporter <u>A.L.A. 981 019 045</u>	B. Name of off-site installation or transporter <u>SYSTECH ENVIRONMENTAL CORPORATION</u>
C. Handler type (CHECK ALL THAT APPLY) <input type="checkbox"/> Generator <input type="checkbox"/> Transporter <input checked="" type="checkbox"/> TSDR	D. Address of off-site installation Street <u>ARCOLA ROAD, P.O. BOX 1097</u> City <u>DEMOPOLIS</u> State <u>ALA</u> Zip <u>36732</u>	
<b>Site 5</b>	A. EPA ID No. of off-site installation or transporter _____	B. Name of off-site installation or transporter _____
C. Handler type (CHECK ALL THAT APPLY) <input type="checkbox"/> Generator <input type="checkbox"/> Transporter <input type="checkbox"/> TSDR	D. Address of off-site installation Street _____ City _____ State _____ Zip _____	
Comments: _____		

ttachment

ttach a list of hazardous waste manifests for this form. This list must include the uniform hazardous waste  
anifest document number and the date of the shipment. The back of Form GM may be used for this purpose.

Example:

Document Number

Date Shipped

NJA123456  
NJA123457

01/01/94  
12/31/94

MDC 0538925  
SEC 0011066  
SEC 0011072  
MDC 0549478

5/3/95  
6/21/95  
9/19/95  
12/15/95

BEFORE COPYING FORM, ATTACH SITE IDENTIFICATION LABEL OR ENTER:

SITE NAME:

SUN CHEMICAL CORP.  
185 FOUNDRY ST. NEWARK, NJ.  
07105

EPA ID NO:

NTD 002 458 842

FORM  
PS

NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

1995 Hazardous Waste Report

WASTE TREATMENT,  
DISPOSAL, OR RECYCLING  
PROCESS SYSTEMS

INSTRUCTIONS: Read the detailed instructions beginning on page 33 of the 1995 Hazardous Waste Report booklet before completing this form.

## Sec. I

A. Waste treatment, disposal, or recycling system description  
Instruction Page 38.

B. System type  
Page 38.

M 021

C. Regulatory status  
Page 39.

03

D. Operational status  
Page 39.

01

E. Unit types  
Page 39.

01     

## Sec. II

A. 1995 influent quantity  
Instruction page 40.

Total 262658283 0 UOM 08 Density 34  
 RCRA 26258283 0 ☒ 1 lbs/gal ☐ 2 sg

B. Maximum operational capacity  
Page 41.

Total 99999999999 9  
 RCRA 99999999999 9

C. 1995 liquid effluent quantity  
Instruction page 42.

Total 2550626950 0 UOM 1 Density 08 34  
 RCRA 2550626950 0 ☐ 1 lbs/gal ☒ 2 sg

D. 1995 solid/sludge residual quantity  
Page 43.

Total      0 UOM      Density       
 RCRA      0 ☐ 1 lbs/gal ☐ 2 sg

E. Limitation on maximum operational capacity  
Page 43.

1. 08 2.      3.     

F. Commercial capacity availability code  
Page 43.

1

G. Percent capacity commercially available  
Page 43.

     0 %

## Comments:

Comments: SEC II Box A - BASED ON TOTAL WASTE WATER.  
 SEC II Box B - BASED ON WASTE WATER POTENTIAL FOR.  
 SEC II Box E



BEFORE COPYING FORM, ATTACH SITE IDENTIFICATION LABEL OR ENTER:

SITE NAME: \_\_\_\_\_

EPA ID NO: \_\_\_\_\_

FORM  
WRNEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

1995 Hazardous Waste Report

WASTE RECEIVED  
FROM OFF-SITE

INSTRUCTIONS: Read the detailed instructions beginning on page 30 of the 1995 Hazardous Waste Report booklet before completing this form.

Waste 1	A. Description of hazardous waste Instruction page 30.		B. EPA hazardous waste code Page 31.		C. State hazardous waste code Page 31.	
			<div>_____</div> <div>_____</div>		<div>_____</div> <div>_____</div>	
D. Off-site source EPA ID number Page 31.		E. Quantity received in 1995 Page 31.			F. UOM Page 31.	
<div>_____</div>		<div>_____</div>			<div>_____</div> <div>_____</div> <div>□ 1 lbs/gal    □ 2 sg</div>	
G. Waste form code Page 32.		H. RCRA-radioactive mixed Page 32.		I. System type Page 32.		
<div>LB</div>		<div>_____</div>		<div>LM</div>		

Waste 2	A. Description of hazardous waste Instruction page 30.		B. EPA hazardous waste code Page 31.		C. State hazardous waste code Page 31.	
			<div>_____</div> <div>_____</div>		<div>_____</div> <div>_____</div>	
D. Off-site source EPA ID number Page 31.		E. Quantity received in 1995 Page 31.			F. UOM Page 31.	
<div>_____</div> <div>□ Check if ID same as in Waste 1</div>		<div>_____</div>			<div>_____</div> <div>_____</div> <div>□ 1 lbs/gal    □ 2 sg</div>	
G. Waste form code Page 32.		H. RCRA-radioactive mixed Page 32.		I. System type Page 32.		
<div>LB</div>		<div>_____</div>		<div>LM</div>		

Waste 3	A. Description of hazardous waste Instruction page 30.		B. EPA hazardous waste code Page 31.		C. State hazardous waste code Page 31.	
			<div>_____</div> <div>_____</div>		<div>_____</div> <div>_____</div>	
D. Off-site source EPA ID number Page 31.		E. Quantity received in 1995 Page 31.			F. UOM Page 31.	
<div>_____</div> <div>□ Check if ID same as in Waste 2</div>		<div>_____</div>			<div>_____</div> <div>_____</div> <div>□ 1 lbs/gal    □ 2 sg</div>	
G. Waste form code Page 32.		H. RCRA-radioactive mixed Page 32.		I. System type Page 32.		
<div>LB</div>		<div>_____</div>		<div>LM</div>		

Comments:

**Methanol Recovery 1995**  
**Sun Chemical**  
**Newark, N. J.**

Month	Methanol Used	Methanol Recovered	Gallons	Monthly Percentage Recovered	Water Usage	Budget %
Jan 95	910,555	711,721	107,349	78.2	3.11	75.0
Feb 95	773,807	635,141	95,798	82.1	2.57	75.0
Mar 95	1,003,711	824,179	124,311	82.1	2.88	75.0
Apr 95	983,394	700,095	105,595	71.2	3.30	75.0
May 95	947,889	699,463	105,500	73.8	3.05	75.0
June 95	1,078,794	628,369	94,777	58.2	2.84	75.0
July 95	906,228	525,515	79,263	58.0	2.38	75.0
Aug 95	595,380	436,608	65,853	73.3	1.65	75.0
Sept 95	967,911	582,225	87,817	60.2	2.57	75.0
Oct 95	1,039,891	750,936	113,263	72.2	1.98	75.0
Nov 95	749,638	574,173	86,602	76.6	<del>2.29</del> 2.23	75.0
Dec 95	638,244	527,163	79,512	82.6	<del>2.29</del> 2.05	75.0
Totals	10,595,442	7,595,588	1,145,639	71.7	30.91 Million Galls	

843790033

## HAZARDOUS WASTE MANIFEST

Department of the Environment - Waste Management Administration  
2500 Broening Highway Baltimore, MD 21224

Hazardous  
Waste  
Program

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form approved OMB No. 2050-0039 Expires 9/30/94

UNIFORM HAZARDOUS  
WASTE MANIFEST

1. Generator's US EPA ID NO.

Manifest  
Document No.

Page 1  
2. of

Information in the shaded  
area is not required by  
Federal law.

3. Generator's Name and Mailing Address

**Sun Chemical**  
183 Foundry Street  
Rumok, NJ 07105

A. State Manifest  
Document Number

**MDC 0549478**

B. State Generator's ID Number

4. Generator's Phone (401) 344-4879

5. US EPA ID Number

**1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0**

C. State Transporter's ID  
Vehicle Bumper Number

HW 1 2 3 4 5

**9 5 A 1 5 0 9** DC **1 1 7 4 4 5**

D. Transporter's Phone

E. State Transporter's ID  
Vehicle Bumper Number

HW 1 2 3 4 5

**1 2 3 4 5 6 7 8 9 0** DC **1 2 3 4 5 6 7 8 9 0**

F. Transporter's Phone

7. Transporter 2 (Company Name)

8. US EPA ID Number

**1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0**

9. Designated Facility Name and Site Address

**Midway Environmental Services (TS), Inc.**  
1827 Whiting Bottom Road  
Baltimore, MD 21224

G. State Facility ID

H. Facility's Phone

**1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0**

11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)

12. Containers  
No. Type

13. Total Quantity

14. Unit  
W/Vol

15. Waste No.

**Waste Flammable Liquids, n.o.s. 3, UN1993,  
TX (Ethyl Acetate, Xylene) PG (P201)**

**201**

**DM**

**400**

**P**

**0001**

16. Additional Description for Materials Listed Above

HAZ CODE	Physical State	Specific Gravity	Percentage	HAZ CODE	Physical State	Specific Gravity	Percentage
<b>1</b>	<b>1</b>	<b>1.0</b>	<b>100</b> %	<b>1</b>	<b>1</b>	<b>1.0</b>	<b>100</b> %
<b>2</b>	<b>2</b>	<b>2.0</b>	<b>200</b> %	<b>2</b>	<b>2</b>	<b>2.0</b>	<b>200</b> %
<b>3</b>	<b>3</b>	<b>3.0</b>	<b>300</b> %	<b>3</b>	<b>3</b>	<b>3.0</b>	<b>300</b> %
<b>4</b>	<b>4</b>	<b>4.0</b>	<b>400</b> %	<b>4</b>	<b>4</b>	<b>4.0</b>	<b>400</b> %

K. Handling Codes for  
Waste Listed Above

15. Special Handling Instructions and Additional Information

**EMERGENCY CONTACT - 1/800-535-5053 (Infotree)**

**118-0002, 0003, F003**

**MTOP 3 5866**

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and Maryland Statutes or Regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name

**Dennis Morrison**

Signature

**Dennis Morrison**

Date

**1/2/19/95**

17. Transporter 1 (Acknowledgement of Receipt of Materials)

Printed/Typed Name

**John R. R...**

Signature

**John R. R...**

Date

**1/2/19/95**

18. Transporter 2 (Acknowledgement of Receipt of Materials)

Printed/Typed Name

**John R. R...**

Signature

**John R. R...**

Date

**1/2/19/95**

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.

Printed/Typed Name

**Thomas J. Kesar**

Signature

**Thomas J. Kesar**

Date

**1/2/19/95**

843790034

MDC0549478



## HAZARDOUS MATERIALS WASTE DISPOSAL

LAIDLAW ENVIRONMENTAL SERVICES (TS), INC.  
3527 WHISKEY BOTTOM ROAD  
LAUREL MD 20724-

Mail To: SUN CHEMICAL  
185 FOUNDRY STREET  
NEWARK NJ 07105-

Pickup Address: SUN CHEMICAL  
185 FOUNDRY ST  
NEWARK NJ 07105-

EPA ID: WJD002458842

Manifest No: LRSUM-14495

This is to certify that hazardous material removed from SUN CHEMICAL  
has been disposed of in accordance with all applicable local, state and federal regulations in the following manner.

Container	Date	Location	Method
951214-LRSUM-001 68UM-001	12/21/95	LAIDLAW ENVIRONMENTAL SERVICES (TS), INC.(REIDSVILLE) REIDSVILLE NC	BTU RECOVERY

Operations

Date: 01/18/96

843790035

# SYSTECH ENVIRONMENTAL CORPORATION

Arcola Road, P. O. Box 1097

Demopolis, Alabama 36732

843790036

Base print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039. Expires 9-30-94

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No.	Manifest Document No.	2. Page 1 of 1	Information in the shaded areas is not required by Federal law
3. Generator's Name and Mailing Address		SUN CHEMICAL 185 FOUNDRY ST. NEWARK, NJ 07105			
4. Generator's Phone ( 201 ) 344-4879					
5. Transporter 1 Company Name		6. US EPA ID Number			
TRI-STATE MOTOR TRANSIT CO,		M O D 0 9 5 0 3 8 9 9 8			
7. Transporter 2 Company Name		8. US EPA ID Number			
9. Designated Facility Name and Site Address		10. US EPA ID Number			
SYSTECH ENVIRONMENTAL CORPORATION Arcola Road, P. O. Box 1097 Demopolis, Alabama 36732					
		A L D 9 8 1 0 1 9 0 4 5		205/289-3222	
11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)		12. Containers		13. Total Quantity	14. Unit
		No.	Type		Wt/Vol
a. RQ, WASTE FLAMMABLE LIQUIDS, N.O.S. (XYLENE, ETHYL BENZENE), 3, UN1993, PG II		0	0	1	D M
WPS# VA42401		0	0	0	5 5 G
b.					
WPS#					
c.					
WPS#					
d.					
WPS#					
15. Special Handling Instructions and Additional Information					
EMERGENCY CONTACT: CHEMTREC 1-800-424-9300					
CALLER MUST IDENTIFY VAN WATERS & ROGERS AS SHIPPER.					
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations					
If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.					
Printed/Typed Name		Signature "On behalf of"		Month Day Year	
Linda J. Elwood		Linda J. Elwood		09/19/95	
17. Transporter 1 Acknowledgement of Receipt of Materials		Signature		Month Day Year	
Printed/Typed Name		Signature		Month Day Year	
John Duxbury		John Duxbury		09/19/95	
18. Transporter 2 Acknowledgement of Receipt of Materials		Signature		Month Day Year	
Printed/Typed Name		Signature		Month Day Year	
19. Discrepancy Indication Space					
20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19					
Printed/Typed Name		Signature		Month Day Year	

**Systech  
Environmental  
Corporation**

## NOTIFICATION OF HAZARDOUS WASTE RESTRICTED FROM LAND DISPOSAL

This notification form shall be completed by the generator and shall accompany each shipment of restricted waste subject to the Land Disposal Restrictions (40 CFR 268 Subpart C). Use a separate notification form for each US DOT description (i.e. Line 11a, 11b, 11c, 11d) on the Uniform Hazardous Waste Manifest.

- Complete all information in Section I.
- Check mark all appropriate Underlying Hazardous Constituents in Section II.
- Sign and date Section III.

SECTION I							
GENERATOR'S NAME	Sun Chemical Group						
EPA I.D. NUMBER	NJD 002458842						
WASTE PROFILE NUMBER	VA 42401						
DATE OF SHIPMENT	9-19-95						
MANIFEST DOC. NUMBER	22288						
MANIFEST LINE NUMBER	(Check One) <input checked="" type="checkbox"/> 11a <input type="checkbox"/> 11b <input type="checkbox"/> 11c <input type="checkbox"/> 11d						
TREATABILITY GROUP	(Check One) <input type="checkbox"/> Wastewater <input checked="" type="checkbox"/> NonWastewater						
HAZARDOUS DEBRIS	<input type="checkbox"/> Yes, debris is subject to the alternative treatment standards of 40 CFR 268.45						
EPA HAZARDOUS WASTE CODE(S)							
D001							
F003							
D005							
D006							
D008							
<input type="checkbox"/> There are no underlying hazardous constituents of concern, or <input checked="" type="checkbox"/> There are underlying hazardous constituents of concern which do not meet the treatment standards of 40 CFR 268.48, Table UTS - Universal Treatment Standards (see Section II), and/or <input type="checkbox"/> The waste contains constituents that do not meet the applicable treatment standards of 40 CFR 268.40, Treatment Standards for Hazardous Wastes.							
I have used the following to make the above determination: <input checked="" type="checkbox"/> Knowledge of the waste producing process, raw materials used and reaction products, or <input type="checkbox"/> Results of analysis for the constituents in Table UTS or the Treatment Standards for Hazardous Wastes.							
Waste analysis data attached?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

843790037

## SECTION II

The wastes identified on the above mentioned manifest document number and bearing the EPA Hazardous Waste Number(s) identified in Section I are subject to the Land Disposal Restrictions of 40 CFR 268 Subpart C. The wastes do not meet the applicable treatment standards specified in 40 CFR 268 Table UTS or exceeds the applicable prohibition levels specified in 40 CFR 268.32 (California list wastes) or RCRA Section 3004 (d). In compliance with the requirements of 40 CFR 268.7 and 268.9 we are indicating below the applicable underlying constituents of concern. The underlying constituents of D001 wastes that can be treated by CMBST do not have to be determined. (Refer to 40 CFR 268.9 (a).) Generator's are required to identify the constituents in F001-F005, F039, D001(except as stated above), D002, and D012-D043 wastes.

40 CFR 268.48 TABLE UTS - UNIVERSAL TREATMENT STANDARDS

Regulated constituent— common name	Nonwater-based standard, Concentration in mg/kg unless noted as "mg/l TCLP"	Regulated Constituent— Common Name	Nonwater-based standard, Concentration in mg/kg unless noted as "mg/l TCLP"	Regulated constituent— common name	Nonwater-based standard, Concentration in mg/kg unless noted as "mg/l TCLP"	Regulated constituent— common name	Nonwater-based standard, Concentration in mg/kg unless noted as "mg/l TCLP"
Azobenzene	3.4	Benz(e)pyrene	3.4	Benz(g,h,i)pyrene	1.8	p-Dichlorobenzene	6
Azobenzene	3.4	Bromodichloromethane	15	2-Chloronaphthalene	5.6	Dichlorodifluoromethane	7.2
Azobenzene	160	Methyl bromide (Bromomethane)	15	2-Chlorophenol	5.7	1,1-Dichloroethane	6
Azobenzene	1.8	4-Bromophenyl phenyl ether	15	3-Chloropropylene	30	1,2-Dichloroethane	6
Azobenzene	9.7	n-Butyl alcohol	2.6	Chrysene	3.4	1,1-Dichloroethylene	6
2-Azobenzene	140	Butyl benzyl phthalate	28	o-Cresol	5.6	trans-1,2-Dichloroethylene	30
Azobenzene	NA	1-sec-Butyl-4,6-dinitrophenol (Dinoseb)	2.5	m-Cresol	5.6	2,4-Dichlorophenol	14
Azobenzene	23	Carbon disulfide	4.8 mg/l TCLP	p-Cresol	5.6	2,6-Dichlorophenol	14
Azobenzene	84	Carbon tetrachloride	6	Cyclohexanone	0.75 mg/l TCLP	1,2-Dichloropropane	18
Aldrin	0.066	Chlordane (alpha and gamma isomers)	0.26	1,2-Dibromo-3-chloropropane	15	cis-1,3-Dichloropropylene	18
4-Aminobiphenyl	NA	p-Chloroaniline	16	Ethylene dibromide (1,2-Dibromomethane)	15	trans-1,3-Dichloropropylene	18
Aniline	14	Chlorobenzene	6	Dibromomethane	15	Dieldrin	0.13
Ambrosene	3.4	Chlorobenzilate	NA	2,4-D (2,4-Dichlorophenoxyacetic A.)	10	Diethyl phthalate	28
Azobenzene	NA	2-Chloro-1,3-butadiene	0.38	o,p'-DDD	0.067	2,4-Dimethyl phenol	14
alpha-BHC	0.066	Chlorodibromomethane	15	p,p'-DDD	0.067	Dimethyl phthalate	28
beta-BHC	0.066	Chloroethane	6	o,p'-DDE	0.067	Di-n-butyl phthalate	28
gamma-BHC	0.066	bis(1-Chloroethoxy)methane	7.2	p,p'-DDE	0.067	1,4-Dioxinbenzene	2.3
gamma-BHC	0.066	bis(2-Chloroethoxy)ether	6	o,p'-DDT	0.067	4,4-Dinitro-o-cresol	160
Benzene	10	Chloroform	6	p,p'-DDT	0.067	2,4-Dichlorophenol	160
Benz(a)anthracene	3.4	bis(2-Chloropropoxy)ether	7.2	Dibenz(a,h)anthracene	1.3	2,4-Dichlorobenzene	160
Benzal chloride	6	p-Chloro-o-cresol	14	Dibenz(a,e)pyrene	NA	2,6-Dinitrobenzene	28
Benz(b)fluoranthene	6.8	2-Chloroethyl vinyl ether	NA	m-Dichlorobenzene	6	Di-n-octyl phthalate	28
Benz(f)fluoranthene	6.8	Chloromethane (Methyl chloride)	30	o-Dichlorobenzene	6	Dimethyl terephthalate	NA

843790038

Regulated constituent - common name	Nonwaterwater standard. Concentration in mg/kg unless noted as "mg/l TCLP"	Regulated Constituents - Common Name	Nonwaterwater standard. Concentration in mg/kg unless noted as "mg/l TCLP"	Regulated constituent - common name	Nonwaterwater standard. Concentration in mg/kg unless noted as "mg/l TCLP"	Regulated constituent - common name	Nonwaterwater standard. Concentration in mg/kg unless noted as "mg/l TCLP"
Di-n-propyltoluenes	14	Hexachloropropylene	30	N-Nitroso-di-n-butylamine	17	1,1,2,3-Tetrachlorobenzene	6
1,4-Dioxane	170	Indene (1,2,3-c,d) pyrene	3.4	N-Nitrosodimethylamine	2.3	Tetrachloroethylene	6
Diphenylamine	13	Iodomethane	65	N-Nitrosomethylamine	2.3	2,3,4,6-Tetrachlorophenol	7.4
Diphenyltoluenes	13	Isobutyl alcohol	170	N-Nitrosopiperidine	35	Toluene	30
1,3-Diphenylhydrazine	NA	Isodrin	0.066	N-Nitrosopyrrolidine	35	Toluene	3.6
Dioxin	6.2	Isonitrole	2.6	Permethrin	4.6	Bromoform (Trichloromethane)	13
Endosulfan I	0.066	Kapene	0.13	Total PCBs (sum of all PCB isomers, or all Aroclors)	10	1,2,4-Trichlorobenzene	19
Endosulfan II	0.13	Methacrylonitrile	84	Pentachlorobenzene	10	1,1,1-Trichloroethane	6
Endosulfan sulfate	0.13	Methanol	0.75 mg/l TCLP	PCDDs (All Pentachloro dibenzo-p-dioxins)	0.001	1,1,2-Trichloroethane	6
Endrin	0.13	Methacrylonitrile	1.5	PCDFs (All Pentachlorodibenzofurans)	0.001	Trichloroethylene	6
Endrin aldehyde	0.13	Methoxychlor	0.18	Pentachloroethane	6	Trichloromethanethiol	30
Ethyl acetate	33	3-Methylthioanisole	15	Pentachloronitrobenzene	4.8	2,4,5-Trichlorophenol	7.4
Ethyl cyanide (Propionitrile)	340	4,4-Methylene bis(2-chloroaniline)	30	Pentachlorophenol	7.4	2,4,6-Trichlorophenol	7.4
Ethyl benzene	10	Methylene chloride	30	Phenacetin	16	1,3,3-Trichloropropane	30
Ethyl ether	160	Methyl ethyl ketone	30	Phenanthrene	5.6	1,1,2-Trichloro-1,2,2-tetrafluoroethane	30
MeQ-Ethylhexyl phthalate	28	Methyl isobutyl ketone	33	Phenol	6.2	vic-1,2-Dibromopropyl phosphite	0.1
Ethyl methacrylate	160	Methyl methacrylate	160	Phenol	4.6	Vinyl chloride	6
Ethylene oxide	NA	Methyl methanesulfonate	NA	Phthalic acid	28	Xylenes-mixed isomers (sum of o,m and p-xylenes)	30
Famphur	15	Methyl parathion	4.6	Phthalic anhydride	28	Antimony	2.1 mg/l TCLP
Fluorobenzene	2.4	Naphthalene	5.6	Phthalimide	1.5	Arsenic	5.8 mg/l TCLP
Fluorene	3.4	2-Naphthylamine	NA	Pyrene	8.2	Barium	7.6 mg/l TCLP
Heptachlor	0.066	o-Nitroaniline	14	Pyridine	16	Beryllium	0.014 mg/l TCLP
Heptachlor epoxide	0.066	p-Nitroaniline	28	Safrole	22	Cadmium	0.19 mg/l TCLP
Hexachlorobenzene	10	Nitrobenzene	14	Silver (2,4,5-TP)	7.9	Chromium (Total)	0.86 mg/l TCLP
Hexachlorocyclopentadiene	5.6	5-Nitro-2-naphthol	28	2,4,5-T (2,4,5-Trichlorophenoxyacetic A.)	7.9	Cyanides (Total)*	990
Hexachlorocyclopentadiene	2.4	o-Nitrophenol	13	1,2,4,5-Tetrachlorobenzene	14	Cyanides (Ammonia)*	30
TCDDs (All Hexachloro dibenzo-p-dioxins)	0.001	p-Nitrophenol	29	TCDDs (All Tetrachloro dibenzo-p-dioxins)	0.001	Fluoride	NA
TCDFs (All Hexachlorodibenzofurans)	0.001	N-Nitrosodimethylamine	28	TCDFs (All Tetrachlorodibenzofurans)	0.001	Lead	0.37 mg/l TCLP
Hexachloroethane	30	N-Nitrosodimethylamine	2.3	1,1,1,2-Tetrachloroethane	6	Mercury-Nonwaterwater from Rain	0.30 mg/l TCLP

843790039



Regulated Constituents—Common Name	Nonwastewater Standard Concentration in mg/kg <sup>1</sup> unless noted as "mg/l TCLP"
Mercury—All Oxo-	0.025 mg/l TCLP
Nickel	5.0 mg/l TCLP
Selenium	0.16 mg/l TCLP
Silver	0.30 mg/l TCLP
Sulfide	NA
Thallium	0.078 mg/l TCLP
Vanadium	0.23 mg/l TCLP
Zinc <sup>2</sup>	5.3 mg/l TCLP

#### California List Wastes:

- ☐ Liquid hazardous wastes having a pH less than or equal to two (2)
- ☐ Liquid hazardous wastes containing PCBs at a concentration greater than or equal to 50 ppm
- ☐ Liquid hazardous wastes that contain HOCs in total concentration greater than or equal to 1000 mg/l
- ☐ Nonliquid hazardous wastes containing HOCs in total concentration greater than or equal to 1000 mg/kg
- ☐ Free (amenable to chlorination) cyanides greater than or equal to 1000 mg/l
- ☐ One or more of the following metals greater than or equal to the following: Arsenic and/or compounds: 500 mg/l; Cadmium and/or compounds: 100 mg/l; Chromium and/or compounds: 500 mg/l; Lead and/or compounds: 500 mg/l; Mercury and/or compounds: 20 mg/l; Nickel and/or compounds: 134 mg/l; Selenium and/or compounds: 100 mg/l; Thallium and/or compounds: 130 mg/l.

<sup>1</sup>CAS means Chemical Abstract Services. When the waste code and/or regulated constituents are described as a combination of a chemical with its salts and/or esters, the CAS number is given for the parent compound only.

<sup>2</sup>Concentration standards for wastewaters are expressed in mg/l are based on analysis of composite samples.

<sup>3</sup>Except for Metals (EP or TCLP) and Cyanides (Total and Amenable) the nonwastewater treatment standards expressed as a concentration were established, in part, based upon incineration in units operated in accordance with the technical requirements of 40 CFR part 264, subpart O or 40 CFR part 265, subpart O, or based upon combustion in fuel substitution units operating in accordance with applicable technical requirements. A facility may comply with these treatments standards according to provisions in 40 CFR 268.40(d). All concentration standards for nonwastewaters are based on analysis of grab samples.

<sup>4</sup>Both Cyanides (Total) and Cyanides (Amenable) for nonwastewaters are to be analyzed using Method 9010 or 9012, found in "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods", EPA Publication SW-846, as incorporated by reference in 40 CFR 260.11, with a sample size of 10 grams and a distillation time of one hour and 15 minutes.

<sup>5</sup>Zinc is not an "underlying hazardous constituent" in characteristic wastes, according to the definition at 268.2(i).

Note: NA means not applicable.

### SECTION III

I hereby certify that all information submitted in this and all associated documents is complete and accurate to the best of my knowledge and information.

Company Name:

Sun Chemical Corp.

Authorized Signature:

Linda J. Elwood

Printed Name:

Linda J. ELwood

Date:

9-19-95

Rev. 2-01/10/95

843790040

SYSTECH ENVIRONMENTAL CORPORATION  
245 North Valley Road  
Xenia, Ohio 45385  
(513)372-8077

## CERTIFICATE OF DESTRUCTION

This hereby certifies that waste as defined on Hazardous Waste  
Manifest No. 22288, from SUN CHEMICAL CORP.,  
EPA Identification number NJD002458842, was received by  
Systech Environmental Corporation, EPA RCRA Permit Identification  
number ALD981019045.

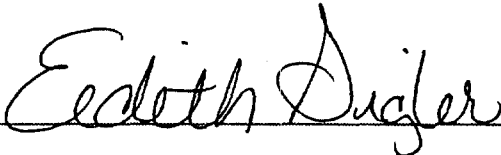
The waste material was received on: 09/22/95

This waste is to be re-used in accordance with Federal  
(40 CFR 260 thru 270) and corresponding State hazardous waste  
regulations.

Re-use method: Hazardous Waste burned for energy recovery in  
a Cement Kiln.

Destruction Commenced on or about the following date\*:

9-27-95



EDITH SIGLER  
CUSTOMER SERVICE REP.

\* The date given above refers to when your waste shipment,  
which has been processed into fuel, was introduced into the  
cement kiln for re-use as a waste fuel.

843790041

# SYSTECH ENVIRONMENTAL CORPORATION

Arcola Road, P. O. Box 1097

Demopolis, Alabama 36732

#3

843790042

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039. Expires 9-30-94

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No. NJ D 0 0 2 4 5 8 8 4 2 2 0 7 8 7	Manifest Document No. 2 0 7 8 7	2. Page 1 of 1	Information in the shaded areas is not required by Federal law
3. Generator's Name and Mailing Address SUN CHEMICAL 185 FOUNDRY ST. NEWARK, NJ 07105					
4. Generator's Phone (201) 344-4879					
5. Transporter 1 Company Name TRI-STATE MOTOR TRANSIT CO.		6. US EPA ID Number M 0 D 0 9 5 0 3 8 9 9 8		7. State Transporter's ID	
7. Transporter 2 Company Name		8. US EPA ID Number		9. State Transporter's ID	
9. Designated Facility Name and Site Address SYSTECH ENVIRONMENTAL CORPORATION Arcola Road, P. O. Box 1097 Demopolis, Alabama 36732		10. US EPA ID Number A L D 9 8 1 0 1 9 0 4 5		11. State Facility's ID	
11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)		12. Containers No. Type		13. Total Quantity	14. Unit Wt/Vol
a. RQ, WASTE FLAMMABLE LIQUIDS, N.O.S. (XYLENE, ETHYL BENZENE), 3, UN1993, PG II WPS# VA42401		0 0 1 D M		0 0 0 5 5	G
b. WPS#					
c. WPS#					
d. WPS#					
15. Special Handling Instructions and Additional Information EMERGENCY CONTACT : CHEMTREC 1-800-424-9300 CALLER MUST IDENTIFY VAN WATERS & ROGERS AS SHIPPER.					
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford. Printed/Typed Name Linda J. ELWOOD Signature "On behalf of" Linda J. Elwood Month Day Year 06/21/95					
TRANSPORTER	17. Transporter 1 Acknowledgement of Receipt of Materials Printed/Typed Name Bonnie R. Smith Signature Bonnie R. Smith Month Day Year 10/12/1995				
	18. Transporter 2 Acknowledgement of Receipt of Materials Printed/Typed Name Signature Month Day Year				
FACILITY	19. Discrepancy Indication Space Driver released pending Q.C. Analysis P. Gross 6-26-95				
	20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19 Printed/Typed Name Penny Gross Signature Penny Gross Month Day Year 06/26/95				



**Systech  
Environmental  
Corporation**

## NOTIFICATION OF HAZARDOUS WASTE RESTRICTED FROM LAND DISPOSAL

This notification form shall be completed by the generator and shall accompany each shipment of restricted waste subject to the Land Disposal Restrictions (40 CFR 268 Subpart C). Use a separate notification form for each US DOT description (i.e. Line 11a, 11b, 11c, 11d) on the Uniform Hazardous Waste Manifest.

- Complete all information in Section I.
- Check mark all appropriate Underlying Hazardous Constituents in Section II.
- Sign and date Section III.

SECTION I							
GENERATOR'S NAME		SUN CHEMICAL - NEWARK					
EPA I.D. NUMBER		NJD 002458842					
WASTE PROFILE NUMBER		VA42401					
DATE OF SHIPMENT		6-21-95					
MANIFEST DOC. NUMBER		20787					
MANIFEST LINE NUMBER		(Check One) <input checked="" type="checkbox"/> 11a <input type="checkbox"/> 11b <input type="checkbox"/> 11c <input type="checkbox"/> 11d					
TREATABILITY GROUP		(Check One) <input type="checkbox"/> Wastewater <input checked="" type="checkbox"/> NonWastewater					
HAZARDOUS DEBRIS		<input type="checkbox"/> Yes, debris is subject to the alternative treatment standards of 40 CFR 268.45					
EPA HAZARDOUS WASTE CODE(S)							
D001	F003	D005	D006	D008			
<input type="checkbox"/> There are no underlying hazardous constituents of concern, or <input checked="" type="checkbox"/> There are underlying hazardous constituents of concern which do not meet the treatment standards of 40 CFR 268.48, Table UTS - Universal Treatment Standards (see Section II), and/or <input type="checkbox"/> The waste contains constituents that do not meet the applicable treatment standards of 40 CFR 268.40, Treatment Standards for Hazardous Wastes.							
I have used the following to make the above determination: <input checked="" type="checkbox"/> Knowledge of the waste producing process, raw materials used and reaction products, or <input type="checkbox"/> Results of analysis for the constituents in Table UTS or the Treatment Standards for Hazardous Wastes.							
Waste analysis data attached?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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## SECTION II

The wastes identified on the above mentioned manifest document number and bearing the EPA Hazardous Waste Number(s) identified in Section I are subject to the Land Disposal Restrictions of 40 CFR 268 Subpart C. The wastes do not meet the applicable treatment standards specified in 40 CFR 268 Table UTS or exceeds the applicable prohibition levels specified in 40 CFR 268.32 (California list wastes) or RCRA Section 3004 (d). In compliance with the requirements of 40 CFR 268.7 and 268.9 we are indicating below the applicable underlying constituents of concern. The underlying constituents of D001 wastes that can be treated by CMBST do not have to be determined. (Refer to 40 CFR 268.9 (a).) Generator's are required to identify the constituents in F001-F005, F039, D001 (except as stated above), D002, and D012-D043 wastes.

40 CFR 268.48 TABLE UTS - UNIVERSAL TREATMENT STANDARDS

Regulated constituent - common name	Maximum concentration standard Concentration in mg/kg unless noted as mg/l TCLP	Regulated Constituent - Common Name	Maximum concentration standard Concentration in mg/kg unless noted as mg/l TCLP	Regulated constituent - common name	Maximum concentration standard Concentration in mg/kg unless noted as mg/l TCLP	Regulated constituent - common name	Maximum concentration standard Concentration in mg/kg unless noted as mg/l TCLP
Acenaphthylene	3.4	Benz(e)pyrene	3.4	Benz(g,h,i)perylene	1.8	p-Dichlorobenzene	6
Acenaphthene	3.4	Bromodichloromethane	15	1-Chloronaphthalene	5.6	Dichlorodifluoromethane	7.3
Acetone	180	Methyl bromide (Bromomethane)	15	2-Chloronaphthalene	3.7	1,1-Dichloroethane	6
Acetamide	1.8	4-Bromophenyl phenyl ether	15	1-Chloropropylene	30	1,2-Dichloroethane	6
Acetophenone	9.7	n-Butyl alcohol	2.6	Chrysene	3.4	1,1-Dichloroethylene	6
1-Acetylaminofluorene	140	Butyl benzyl phthalate	38	o-Cresol	5.6	trans-1,2-Dichloroethylene	30
Acrolein	NA	1-sec. Butyl-4-aminophenol (Dinoseb)	2.5	m-Cresol	5.6	2,4-Dichlorophenol	14
Arylamide	23	Carbon disulfide	4.8 mg/l TCLP	p-Cresol	5.6	2,6-Dichlorophenol	14
Arylamide	84	Carbon tetrachloride	6	Cyclohexanone	0.75 mg/l TCLP	1,2-Dichloropropane	18
Aldrin	0.066	Chlordane (alpha and gamma isomers)	0.26	1,2-Dibromo-3-chloropropane	15	cis-1,2-Dichloropropylene	18
4-Aminobiphenyl	NA	p-Chloroaniline	16	Ethylene dibromide (1,2-Dibromoethane)	15	trans-1,2-Dichloropropylene	18
Aniline	14	Chlorobenzene	6	Dibromomethane	15	Dieldrin	0.11
Anthracene	3.4	Chlorophenylene	NA	2,4-D (2,4-Dichlorophenoxyacetic A)	10	Diethyl phthalate	28
Aroclor	NA	2-Chloro-1,3-butadiene	0.28	o,p'-DDD	0.087	2,4-Dimethyl phenol	14
alpha-BHC	0.066	Chlorodibromomethane	15	p,p'-DDD	0.087	Dimethyl phthalate	28
beta-BHC	0.066	Chloroethane	6	o,p'-DDE	0.087	Di-n-butyl phthalate	28
delta-BHC	0.066	hex(2)-Chlorocyclohexane	7.3	p,p'-DDE	0.087	1,4-Dioxobenzene	2.3
gamma-BHC	0.066	hex(1)-Chlorocyclohexane	6	o,p'-DDT	0.087	4,4'-dinitro-o-cresol	160
Benzene	10	Chloroform	6	p,p'-DDT	0.087	2,4-Dinitrophenol	160
Benz(e)anthracene	3.4	hex(2)-Chloroheptane	7.3	Dibenz(e,h)anthracene	8.3	2,4-Dinitrotoluene	140
Benzal chloride	6	p-Chloro-o-cresol	14	Dibenz(a,h)pyrene	NA	2,6-Dinitrotoluene	28
Benz(b)fluoranthene	6.8	1-Chloroethyl vinyl ether	NA	m-Dichlorobenzene	6	Di-n-octyl phthalate	28
Benz(k)fluoranthene	6.8	Chlorozethane (Methyl chloride)	30	o-Dichlorobenzene	4	Di-n-octylphthalate	NA

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Regulated constituent - common name	Maximum water standard Concentration in mg/L unless noted as "mg/L TCLP"	Regulated Constituent - Common Name	Maximum water standard Concentration in mg/L unless noted as "mg/L TCLP"	Regulated constituent - common name	Maximum water standard Concentration in mg/L unless noted as "mg/L TCLP"	Regulated constituent - common name	Maximum water standard Concentration in mg/L unless noted as "mg/L TCLP"
Di-n-propyltoluenes	16	Hexachloropropylene	30	N-Nitroso-N-o-butylamine	17	1,1,2,2-Tetrachloroethane	6
1,4-Dioxane	170	Indene (1,2,3 + 4) pyrene	3.4	N-Nitrosomethylethylamine	2.3	Tetrachloroethylene	6
Diphenylamine	13	Isobutene	65	N-Nitrosomorpholine	2.3	2,3,4,6-Tetrachlorophenol	7.4
Diphenylmethanone	13	Isobutyl alcohol	170	N-Nitrosopyrrolidine	35	Toluene	10
1,3-Diphenylhydrazine	NA	Iodine	0.064	N-Nitrosopyrrolidine	35	Totaphene	2.6
Dieldrin	6.3	Isosorbide	2.6	Parathion	4.4	Trifluoromethane	15
Endosulfan I	0.064	Kapene	0.13	Total PCBs (sum of all PCB isomers, or all Aroclors)	10	1,2,4-Trichlorobenzene	10
Endosulfan II	0.13	Methacrylonitrile	34	Pentachlorobenzene	10	1,1,1-Trichloroethane	6
Endosulfan sulfate	0.13	Methanol	0.75 mg/L TCLP	PcDDs (All Pentachloro dibenzo-p-dioxins)	0.001	1,1,2-Trichloroethane	6
Endrin	0.13	Methacrylonitrile	1.3	PcCDFs (All Pentachloro dibenzofurans)	0.001	Trichloroethylene	6
Endrin aldehyde	0.13	Methacrylonitrile	0.18	Pentachlorobenzene	6	Trichloromethane	30
Ethyl acetate	13	1-Methylcyclohexene	13	Pentachlorobenzene	4.8	2,4,6-Trichlorophenol	7.4
Ethyl cyanide (Propionitrile)	360	4,4-Dichlorobis(2-chlorostyrene)	30	Pentachlorophenol	7.4	2,4,6-Trichlorophenol	7.4
X Ethyl benzene	10	Methyl chloride	30	Phenanthrene	16	1,2,3-Trichloropropane	30
Ethyl ether	160	Methyl ethyl ketone	36	Phenanthrene	3.4	1,1,2-Trichloro-1,2,2-trifluoroethane	30
Bis(2-Ethylhexyl) phthalate	28	Methyl isobutyl ketone	33	Phenol	4.2	tri-(2,2-Dibromopropyl) phosphite	0.1
Ethyl methacrylate	160	Methyl methacrylate	160	Phenols	4.6	Vinyl chloride	6
Ethylene oxide	NA	Methyl methacrylate	NA	Phthalic acid	28	Xylenes-mixed isomers (sum of o,m and p-xylenes)	30
Formaldehyde	13	Methyl parathion	4.6	Phthalic anhydride	28	Asimony	2.1 mg/L TCLP
Fluorobenzene	3.4	Naphthalene	3.6	Protonide	1.5	Arsenic	1.0 mg/L TCLP
Fluorene	3.4	2-Naphthylamine	NA	Pyrene	6.2	Barbituric	7.4 mg/L TCLP
Heptachlor	0.064	o-Nitroaniline	14	Pyridine	16	Beryllium	0.014 mg/L TCLP
Heptachlor epoxide	0.064	p-Nitroaniline	28	Sebacic	22	Cadmium	0.19 mg/L TCLP
Hexachlorobenzene	10	Nitrobenzene	14	Silver (1,4,5-Tp)	7.9	Chromium (Total)	0.84 mg/L TCLP
Hexachlorocyclopentadiene	2.4	5-Mercapto-2-thiolane	28	2,4,5-T (2,4,5-Trichlorophenoxyacetic A.)	7.9	Cyanides (Total)*	390
HxCDDs (All Hexachloro dibenzo-p-dioxins)	0.001	o-Nitrophenol	13	1,2,4,5-Tetrachlorobenzene	14	Cyanides (Ammoniacal)*	30
HxCDFs (All Hexachloro dibenzofurans)	0.001	p-Nitrophenol	39	TCCDs (All Tetrachloro dibenzo-p-dioxins)	0.001	Fluoride	NA
Hexachlorobenzene	30	N-Nitrosodimethylamine	38	TCDFs (All Tetrachloro dibenzofurans)	0.001	Lead	0.17 mg/L TCLP
		N-Nitrosodimethylamine	2.3	1,1,1,2-Tetrachloroethane	6	Mercury -Nonferrous from Runoff	0.30 mg/L TCLP

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Regulated Constituent- Common Name	Non wastewater Standard Concentration in mg/kg <sup>1</sup> unless noted as "mg/l TCLP"
Mercury-All Others	0.025 mg/l TCLP
Nickel	5.0 mg/l TCLP
Selenium	0.16 mg/l TCLP
Silver	0.30 mg/l TCLP
Sulfide	NA
Thallium	0.078 mg/l TCLP
Vanadium	0.33 mg/l TCLP
Zinc <sup>2</sup>	5.3 mg/l TCLP

**California List Wastes:**

- ☐ Liquid hazardous wastes having a pH less than or equal to two (2)
- ☐ Liquid hazardous wastes containing PCBs at a concentration greater than or equal to 50 ppm
- ☐ Liquid hazardous wastes that contain HOCs in total concentration greater than or equal to 1000 mg/l
- ☐ Nonliquid hazardous wastes containing HOCs in total concentration greater than or equal to 1000 mg/kg
- ☐ Free (amenable to chlorination) cyanides greater than or equal to 1000 mg/l
- ☐ One or more of the following metals greater than or equal to the following: Arsenic and/or compounds: 500 mg/l; Cadmium and/or compounds: 100 mg/l; Chromium and/or compounds: 500 mg/l; Lead and/or compounds: 500 mg/l; Mercury and/or compounds: 20 mg/l; Nickel and/or compounds: 134 mg/l; Selenium and/or compounds: 100 mg/l; Thallium and/or compounds: 130 mg/l.

<sup>1</sup>CAS means Chemical Abstract Services. When the waste code and/or regulated constituents are described as a combination of a chemical with its salts and/or esters, the CAS number is given for the parent compound only.

<sup>2</sup>Concentration standards for wastewaters are expressed in mg/l are based on analysis of composite samples.

<sup>3</sup>Except for Metals (EP or TCLP) and Cyanides (Total and Amenable) the nonwastewater treatment standards expressed as a concentration were established, in part, based upon incineration in units operated in accordance with the technical requirements of 40 CFR part 264, subpart O or 40 CFR part 265, subpart O, or based upon combustion in fuel substitution units operating in accordance with applicable technical requirements. A facility may comply with these treatments standards according to provisions in 40 CFR 268.40(d). All concentration standards for nonwastewaters are based on analysis of grab samples.

<sup>4</sup>Both Cyanides (Total) and Cyanides (Amenable) for nonwastewaters are to be analyzed using Method 9010 or 9012, found in "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods", EPA Publication SW-846, as incorporated by reference in 40 CFR 260.11, with a sample size of 10 grams and a distillation time of one hour and 15 minutes.

<sup>5</sup>Zinc is not an "underlying hazardous constituent" in characteristic wastes, according to the definition at 268.2(i).

Note: NA means not applicable.

**SECTION III**

I hereby certify that all information submitted in this and all associated documents is complete and accurate to the best of my knowledge and information.

Company Name:

SUN CHEMICAL - NEWARK

Authorized Signature:

Linda J. Elwood

Printed Name:

Linda J. Elwood

Date:

6-21-95

Rev 2-01/10-95

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SYSTECH ENVIRONMENTAL CORPORATION  
245 North Valley Road  
Xenia, Ohio 45385  
(513)372-8077

## CERTIFICATE OF DESTRUCTION

This hereby certifies that waste as defined on Hazardous Waste  
Manifest No. 20787, from SUN CHEMICAL CORP.,  
EPA Identification number NJD002458842, was received by  
Systech Environmental Corporation EPA RCRA Permit Identification  
number ALD981019045.

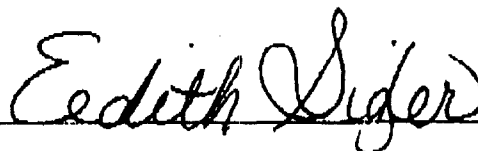
The waste material was received on: 06/29/95

This waste is to be re-used in accordance with Federal  
(40 CFR 260 thru 270) and corresponding State hazardous waste  
regulations.

Re-use method: Hazardous Waste burned for energy recovery in  
a Cement Kiln.

Destruction Commenced on or about the following date\*:

7-10-95



EDITH SIGLER  
CUSTOMER SERVICE REP.

\* The date given above refers to when your waste shipment,  
which has been processed into fuel, was introduced into the  
cement kiln for re-use as a waste fuel.

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HAZARDOUS WASTE MANIFEST  
Department of the Environment - Waste Management Administration  
2500 Broening Highway Baltimore, MD 21224

Hazardous  
Waste  
Program

Please print or type. (Form designed for use on elite (12-pitch) typewriter.) Form approved OMB No. 2050-0039 Expires 9/30/94

cc: LE SUM

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID NO.	Manifest Document No.	Page 1 of 2	Information in the shaded areas is not required by Federal law.
3. Generator's Name and Mailing Address <b>Linda Elwood (201)344-4879</b>		San Chemical 185 Foundry Street Newark, NJ 07105		A. State Manifest Document Number <b>MDC 0538925</b>	
4. Generator's Phone ( )		6. US EPA ID Number <b>MD 980554653</b>		B. State Generator's ID Number <b>61</b>	
5. Transporter 1 (Company Name) <b>Laidlaw Environmental Services (TS), Inc.</b>		7. Transporter 2 (Company Name)		C. State Transporter's ID Vehicle Sticker Number <b>75A1521</b> DC <b>17164</b>	
8. US EPA ID Number <b>MD 980554653</b>		9. Designated Facility Name and Site Address <b>Laidlaw Environmental Services (TS), Inc. 3527 Whiskey Bottom Road Laurel, MD 20724</b>		D. Transporter's Phone <b>301/953-9583</b>	
10. US EPA ID Number <b>MD 980554653</b>		8. US EPA ID Number <b>MD 980554653</b>		E. State Transporter's ID Vehicle Sticker Number <b>A</b> DC <b></b>	
11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number) <b>WASTE FLAMMABLE LIQUIDS, N.O.S., 3, UN1993, II, (ethyl benzene, xylene)</b>		12. Containers No. Type <b>1</b> <b>gdr</b>		F. Transporter's Phone	
13. Total Quantity <b>400</b>		14. Unit W/Vol <b>1</b>		G. State Facility ID <b>A207</b>	
15. Special Handling Instructions and Additional Information <b>EMERGENCY CONTACT - 1/800-533-5053 (Infotrac)</b> <b>ATN: 6266 LINE 11a) 0068, T003</b>		16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and Maryland Statutes or Regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.		H. Facility's Phone <b>301-953-9583</b>	
J. Additional Description for Materials Listed Above HAZ CODE State Specific Gravity Percentage HAZ CODE State Specific Gravity Percentage a. <b>IE</b> <b>L</b> <b>1.0</b> <b>100</b> % c. <b></b> <b></b> <b></b> <b></b> % b. <b></b> <b></b> <b></b> <b></b> % d. <b></b> <b></b> <b></b> <b></b> %		K. Handling Codes for Waste Listed Above a. <b>S</b> c. <b></b> b. <b></b> d. <b></b>		I. Waste No. <b>01661</b> <b>006/000</b>	
17. Transporter 1 (Acknowledgement of Receipt of Materials) Printed/Typed Name <b>Linda J. Elwood</b> Signature <b>Linda J. Elwood</b> Date <b>02/02/95</b>		18. Transporter 2 (Acknowledgement of Receipt of Materials) Printed/Typed Name <b>Timothy Kesar</b> Signature <b>Timothy Kesar</b> Date <b>02/02/95</b>		19. Discrepancy Indication Space	
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in item 19. Printed/Typed Name <b>Timothy Kesar</b> Signature <b>Timothy Kesar</b> Date <b>05/08/95</b>					



## HAZARDOUS MATERIALS WASTE DISPOSAL

LAIDLAW ENVIRONMENTAL SERVICES (TS), INC.  
3527 WHISKEY BOTTOM ROAD  
LAUREL MD 20724-

Mail To: VAN WATERS & ROGERS, INC.  
160 ESSEX AVENUE  
AVENEL NJ 07051  
Attention: AL RODRIGUEZ

Pickup Address: SUN CHEMICAL  
185 FOUNDRY STREET  
NEWARK NJ 07105

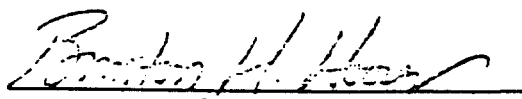
EPA ID: WJD002458842

Manifest No: LRSUM-12807

This is to certify that hazardous material removed from SUN CHEMICAL

has been disposed of in accordance with all applicable local, state and federal regulations in the following manner.

Container	Date	Location	Method
950302-LRSUM-001 6SUM-001	03/09/95	LAIDLAW ENVIRONMENTAL SERVICES (TS), INC. REIDSVILLE NC	BTU RECOVERY

  
Operations

Date: 03/14/95

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**Customer Notification And Certification**

**FORM A**

Page 1 of 2

Generator Name/Location: SUN CHEMICAL NEWARK, NJ

EPA I.D. Number: NJD002458842

Waste Profile or ARF Designation: 6-SUM-001

Manifest Number: MDC0538925/12807

EPA Waste Number(s): 0001, 0005, 0007, 0008, F003

Waste Analysis Available? Yes (attached)      No      On file at receiving facility     

**Unrestricted Waste Notification (Category 1)**

Mark the statement below if you generate a waste that is not a land disposal restricted waste (the waste has no applicable treatment standards).

- ☐ I notify that I am familiar with the waste through analysis and testing or through knowledge of the waste to support this notification that the waste is not restricted as specified in 40 CFR §268, Subpart D or any applicable prohibitions set forth in 40 CFR §268.32 or RCRA Section 3004(d).

**Restricted Waste/Debris Notification (Category 2)**

Mark statement (2a) below if you generate a waste that is restricted from land disposal (the waste has applicable treatment standards).

NOTE-1: A waste may pass one or more standards and require treatment or be varianced for others. In this case, all applicable categories must be checked. NOTE-2: D001, D002 and D012 - D043 wastes must be evaluated for underlying constituents found in 40 CFR §268. 48 (Table UTS), that are reasonably expected to be present. A list of these constituents must be included on FORM B, or attached to and accompany this notification with each waste shipment. Mark statement (2b) if you generate a debris waste that will be treated to the alternate debris standards located in 40 CFR §268.45.

☒ **(2a) Restricted Waste Notification**

I notify that I am familiar with the waste through analysis and testing or through knowledge of the waste to support this notification that the waste is subject to the treatment standards specified in 40 CFR §268 Subpart D. The waste: (a) must be treated to the appropriate regulatory treatment standard, by the appropriate regulatory treatment method; (b) qualifies for a variance as described in category 3 below; or (c) meets some or all of the standards as described in Category 4 below.

☐ **(2b) Alternate Debris Treatment Notification: This hazardous debris is subject to the alternate treatment standards of 40 CFR §268.45.**

The waste contains the following contaminants subject to treatment (check all that apply):

- §268.45(b)(1)- Toxicity characteristic debris;  
     §268.45(b)(2)- Debris contaminated with listed waste;  
     §268.45(b)(3)- Cyanide reactive debris.

**Restricted Waste Variance Notification (Category 3)**

Mark the statement below and list the applicable variance date on Form B, if you generate a waste which does not require treatment prior to land disposal because of a variance (including a case-by-case extension under 40 CFR §268.5, a nationwide variance under 40 CFR §268 Subpart C, a no migration petition under 40 CFR §268.6, or other applicable variance).

- ☐ I notify pursuant to 40 CFR §268.7(a)(3) that I am familiar with the waste through analysis and testing or through knowledge of the waste to support this notification that this waste is subject to a national capacity variance under 40 CFR §268 Subpart C, or a case-by-case extension under 40 CFR §268.5, or an exemption under 40 CFR §268.6.

**Restricted Waste Certification (Treatment Standards Met) (Category 4)**

Mark the certification statement below if you generate a waste that is restricted from land disposal (the waste has applicable treatment standards), and the waste meets the standards as generated. Note: All applicable constituent standards must be accounted for. A waste may pass one or more standards and require treatment or be variance for other constituents. In this case, all applicable categories must be checked.

- ☐ I certify under penalty of law that I personally have examined and am familiar with the waste through analysis and testing or through knowledge of the waste to support this certification that the waste complies with the treatment standards specified in 40 CFR Part 268 Subpart D and all applicable prohibitions set forth in 40 CFR 268.32 or RCRA § 3004(d). I believe that the information I submitted is true, accurate and complete. I am aware that there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment.

SIGNATURE: Linda J. Elwood DATE: 3-2-95  
PRINT NAME: Linda J. Elwood TITLE: LAB Tech.



Exhibit  
13 (a)

843790052

Prepared by:

# DEED

J. J. Mongley, Esq.

This Deed is made on November 20, 1990

**BETWEEN** FOUNDRY STREET CORPORATION, a NJ corporation

a corporation of the state of New Jersey  
having its principal office at 185 Foundry St., Newark, NJ 07105

referred to as the Grantor.

**AND** SUN CHEMICAL CORPORATION, a Delaware corporation

whose post office address is PO Box 1302, 222 Bridge Plaza South, Fort Lee, NJ 07024  
referred to as the Grantee.

The word "Grantee" shall mean all Grantees listed above.

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of Five-hundred Fifty Thousand Dollars (\$550,000.00).

The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-2.1) Municipality of Newark  
Block No. 5005 Lot No. 22.01 Account No. ---  
☐ No property tax identification number is available on the date of this Deed. (Check box if applicable.)

**Property.** The property consists of the land and all the buildings and structures on the land in the City of Newark  
County of Essex and State of New Jersey. The legal description is:

BEGINNING at a point in the Westerly line of Foundry Street distant 205.17 feet Southerly from a point formed by the intersection of the Southerly line of Roanoke Avenue and the Westerly line of Foundry Street; thence

1. Along the Easterly line of Foundry Street South 162.50 feet; thence
2. South 67° 16' 20" West 221.59 feet; thence
3. North 22° 43' 40" West 154.28 feet; thence
4. North 67° 16' 20" East 227.62 feet to the point and place of BEGINNING.

Received & Recorded  
Register's Office  
Essex County, NJ  
DEC 10, 02:29 PM '90  
Larrie W. Stalks  
P9000382110185678  
Consideration: \$550,000  
R. T. J. : \$2525.00

The above description is in accord with the survey of Richlan, Lupo & Pronesti, P.A., dated June 20, 1990, for a Minor Subdivision.

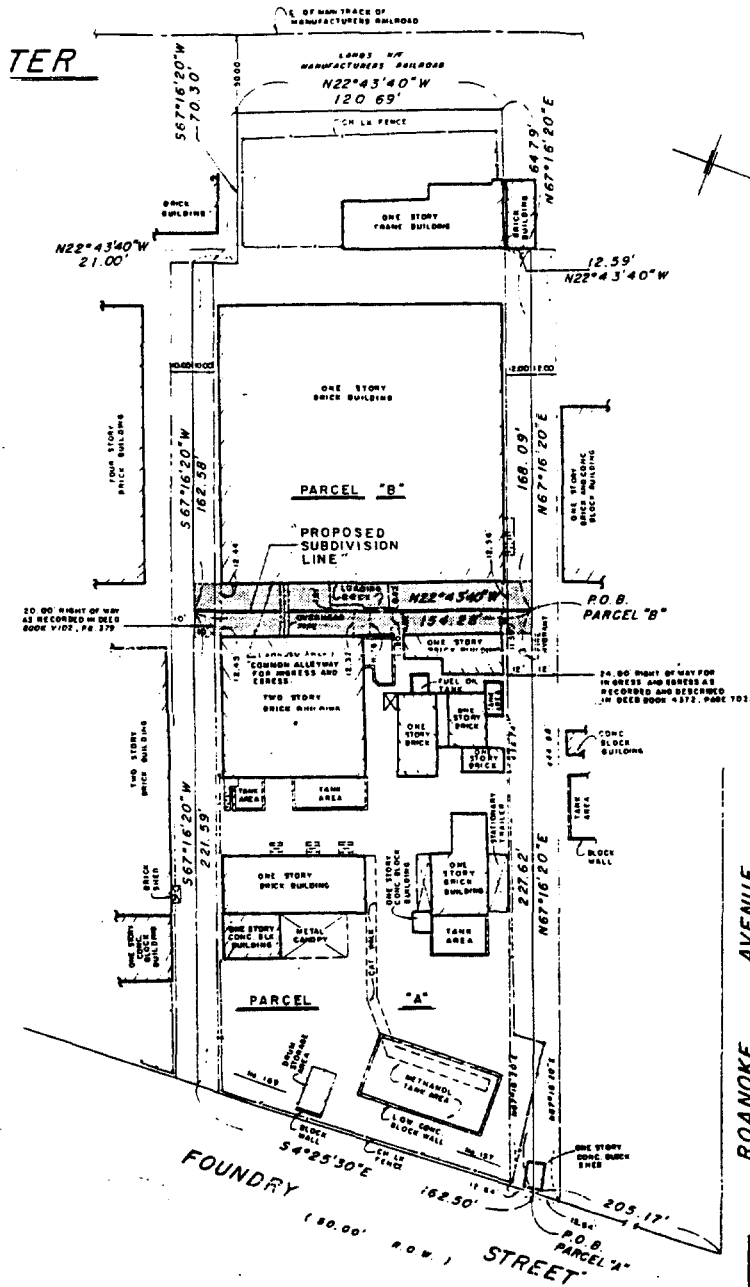
BEING a part of the premises conveyed by KEM REALTY CO. on May 3, 1971 to FOUNDRY STREET CORPORATION by deed recorded on May 6, 1971 in the Essex County Register's Office in Book 4372 at page 702, etc. Said part being designated as Parcel A on the above mentioned survey which fronts on Foundry Street, with that part of the overall premises not being conveyed here being designated as Parcel B.

This convenience is made subject to restrictions of record, easements of record, and local ordinances, if any, and to those facts found on an accurate survey.

Specifically there exists a 20 foot Eastment of Way recorded in Deed Book V102, at Pg. 379, the centerline for which is the 2nd course of the above description and a 24 foot easement of Way recorded in Deed Book 4372 at Pg. 702, the centerline for which is the 4th course in the above description.

Furthur, this conveyance is here made subject to the granting and and retaining of an Easement of Way, the approximate centerline for which is the 3rd course of the above description, with a total width of 23.80 feet. Said Easement shall be 12.40 feet in width to the North-west of said course in favor of the grantee herein and 11.40 feet to the Southeast of said course in favor of the grantor herein. Said easements shall run with the land.

843790053



NOTES

AREA OF EXISTING LOT 22  
71.760 SQ FT OR 1.647 ACRES

AREA OF PROPOSED PARCEL A  
28.123 SQ FT OR 0.645 ACRES

AREA OF PROPOSED PARCEL B  
13.937 SQ FT OR 0.322 ACRES

531256967

17313

<b>MINOR SUBDIVISION</b>	
STREET No 187-189 FOUNDRY STREET LOT 22, BLOCK 5005 ON TAX MAPS.	
<b>CITY OF NEWARK</b>	<b>ESSEX COUNTY</b>
<b>OWNER FOUNDRY STREET CORPORATION</b>	
<b>APPLICANT: SUN CHEMICAL CORPORATION</b>	
<b>RICHMAN, LUPPO &amp; PRONESTI, P.A.</b>	<b>CHIEF OF DIVISION</b>
— L. and J. — Survey taken on 18-19-64 RELATIONS OF CO-ORDS	<b>CHIEF OF DIVISION</b>
<b>TEL 187-189-6710</b>	<b>GEORGE R. PRONESTI, L.S.</b>
	<b>LOCAL SURVEYOR</b> <b>C. A. LEE, JR. 18822</b>
<i>John P. Pronesti</i>	
	<b>NOTED</b> <i>John</i>

Here conveyed are 38,123 sq. ft. (.875 acres) of the original parcel that consisted of 71,790 sq. ft. (1.647 acres). On November 19, 1990 the Grantor herein executed a Sub-Division deed to itself with the above described premises there described as Parcel "A" and the premises being retained there described as Parcel "B".

Referring to the Sub-Division survey on page 2. of this Deed:

Meter Building #1 contains the main water meter of the Municipal water company. Meter Building #2 contains a sub-meter measuring water use related to Parcel "A". The sub-meter measuring water use related to Parcel "B" is in the Northeasterly corner of the large building (1 story brick) on Parcel "B". The Grantee herein shall be responsible to the Municipal Water company for the payment of all water charges for both Parcel "A" and Parcel "B" and the cost of maintenance of pipes, etc. from the Main meter. In turn, the Grantor herein shall be responsible to the Grantee herein for all water use related to Parcel "B". The Grantee herein may, at its sole expense, install whatever is required to split the system so that Parcel "A" and Parcel "B" are each independently connected with the Municipal water company facilities. These provisions shall run with the land.

Two separate Gas Meters, one related to Parcel "A" and one related to Parcel "B" are located in Meter Building #2 as shown on the above mentioned survey. This situation shall remain unless, at its own expense, the Grantee herein wishes to install whatever is required to split the system as in the above paragraph. In the meantime, the Grantee shall be responsible for all maintenance of the existing system. These provisions shall also run with the land.

**Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

**Signatures.** This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

AFFIX CORP. SEAL

Attested by:

FOUNDRY STREET CORPORATION

*Gerald Borriello* Secretary By: *Frank Borriello* President  
Gerald Borriello Secretary Frank Borriello, President

STATE OF NEW JERSEY, COUNTY OF UNION SS.:

I CERTIFY that on November 20, 1990  
Gerald Borriello

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary of Foundry Street Corporation the corporation named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is the President of the corporation;
- (c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this Deed;
- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$ 550,000.00 (Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on  
November 20, 1990

*J. J. Longley*  
J. J. Longley, a NJ attorney  
at law

*Gerald Borriello*  
(Gerald Borriello's signature)

Prepared by:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

J. J. LONGLEY, ESQ.  
426 Springfield Avenue  
P.O. Box 698  
Summit, New Jersey 07902  
(201) 273-8110

843790055



DEED

FOUNDRY STREET CORPORATION

Grantor,

TO

SUN CHEMICAL CORPORATION

Grantee.

Record and return to:

Melvin C. Cox, Esq.  
PO Box 1302  
Fort Lee, NJ 07024

2  
7-2  
P-3  
C-550.000

843790056

*Deed to  
Correct Property  
Description*

Prepared by

*M. M. Cox*  
Melvin M. Cox, Esq.

CORRECTIVE DEED

This Deed made on February 8, 1991,

BETWEEN: FOUNDRY STREET CORPORATION,  
a New Jersey corporation having  
its principal office at  
185 Foundry Street, Newark, NJ 07105,  
referred to as the Grantor,

AND: SUN CHEMICAL CORPORATION,  
a Delaware corporation whose  
post office address is P.O. Box 1302  
222 Bridge Plaza South, Fort Lee, NJ 07024,  
referred to as the Grantee.

Received & Recorded  
Register's Office  
Essex County, NJ  
FEB 26 03:04 PM '91  
Larrie W. Stalks  
B7100062611D203247  
Consideration: \$1  
R. T. T. : \$0.00

The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. The transfer is made for the sum of One Dollar (\$1.00). The Grantee acknowledges receipt of this money.

TAX MAP REFERENCE: Municipality of Newark  
Block No. 5005 Lot No. 22.01

The property consists of the land and all the buildings and structures on the land in the City of Newark, County of Essex and State of New Jersey, as the same is described in that certain deed dated November 20, 1990, between Grantor and Grantee, and recorded in the Register's Office, Essex County, New Jersey, December 10, 1990, at Book 5149 Page 897 through 899.

THE SOLE PURPOSE OF THIS DEED IS TO CORRECT AN ERROR APPEARING IN THE FIRST COURSE IN THE LEGAL DESCRIPTION OF THE PROPERTY OF THE ABOVE REFERENCED DEED.

THE FIRST COURSE OF SAID DEED IS HEREBY CORRECTED TO READ IN ITS ENTIRETY (WITH THE CORRECTION UNDERLINED HEREIN):

"1. Along the Westerly line of Foundry Street South 04° 25' 30" East 162.50 feet; thence"

The above description is in accord with the survey of Richlan, Lupo & Pronesti, P.A. dated June 20, 1990, for a Minor Subdivision. In all other respects, the above referenced deed between Grantor and Grantee remains unchanged and of full force and effect. The

843790057

Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

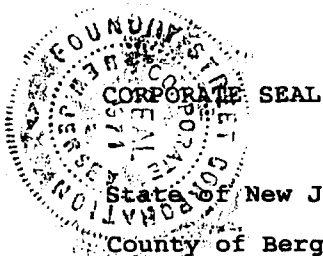
This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

FOUNDRY STREET CORPORATION

Attested by:

  
Gerald Borriello, Secretary

By   
Frank Borriello, President



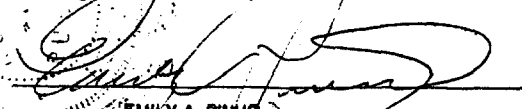
State of New Jersey )  
County of Bergen ) SS:

February 8

I CERTIFY that on January, 1991, GERALD BORRIELLO personally came before me and this person acknowledged under oath, to my satisfaction that:

- a) this person is the Secretary of Foundry Street Corporation, the corporation named in this Deed;
- b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is FRANK BORRIELLO, the President of the corporation;
- c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- d) this person knows the proper seal of the corporation which was affixed to this Deed;
- e) this person signed this proof to attest to the truth of these facts; and
- f) the full and actual consideration paid or to be paid for the transfer of title is \$1.00. (Such consideration is defined in N.J.S.A. 46:15-5.)

  
Gerald Borriello

Signed and sworn to before me on  
8TH FEBRUARY, 1991.  
  
EMILY A. PINHO  
Notary Public, State of Jersey  
Commission Expires September 18, 1991

843790058

Exhibit  
13 (b)

843790059

# Lease Agreement

Prepared by: (Print signer's name below signature)

This Agreement is made on

, 1990

Between

FOUNDRY STREET CORPORATION (a NJ corp.)

Landlord

residing or located at 185 Foundry St.,  
in the City of Newark in the County of  
Essex and State of New Jersey, herein designated as the Landlord,  
And

Tenant

SUN CHEMICAL CORPORATION (a Del. corp.)

residing or located at 222 Bridge Plaza South  
in the Borough of Fort Lee in the County of  
Bergen and State of New Jersey, herein designated as the Tenant;

Witnesseth that, the Landlord does hereby lease to the Tenant and the Tenant does hereby rent from  
the Landlord, the following described premises:

Premises

premises outlined in attached drawing and as to any structures  
presently on the premises leased.

Term

for a term of five (5) years with 1 option, in tenant, to renew for 5 yrs,  
commencing on December 1, 19 89 and ending on xxxxxxxxxxxxxxxxxxxxxxxxx  
to be used and occupied only and for no other purpose than

Use

manufacture of non-hazardous organic pigments and  
quinacridones

## Upon the following Conditions and Covenants:

Payment  
of Rent

1st: The Tenant covenants and agrees to pay to the Landlord, as rent for and during the term hereof, the sum of  
\$360,000.00 base amount, (plus part of taxation) payable in the following manner:  
\$6,000.00 (plus part of taxation), payable on 1st of month involved. Base  
rent to increase each year by lower of (a) 5% over prior year, or (b)  
Consumer Price Index Urban Wage Earners & Clerical Workers-NY & Northeast-  
tern NJ increase over 1st month or prior year times prior year's rent.  
(continued on page 3. of this lease)

Repairs  
and Care

2nd: The Tenant has examined the premises and has entered into this lease without any representation on the part  
of the Landlord as to the condition thereof. The Tenant shall take good care of the premises and shall at the Tenant's own cost  
and expense, make all repairs, including painting and decorating, and shall maintain the premises in good condition and state  
of repair, and at the end or other expiration of the term hereof, shall deliver up the rented premises in good order and condi-  
tion, wear and tear from a reasonable use thereof, and damage by elements not resulting from the neglect or fault of the  
Tenant, excepted. The Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and  
stairs, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

Compliance  
with Laws  
etc.

3rd: The Tenant shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives  
of the Federal, State and Municipal Governments or Public Authorities and of all their departments, bureaus and subdivisions,  
applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuis-  
ances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly  
comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and  
of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its  
contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

Assignment

4th: The Tenant shall not assign, mortgage or hypothecate this lease, nor sublet or sublease the premises or  
any part thereof; nor occupy or use the leased premises or any part thereof, nor permit or suffer the same to be occupied or  
used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on  
account of fire or other casualty.

Alterations  
Improvements

5th: No alterations, additions or improvements shall be made, and no climate regulating, air conditioning, cooling,  
heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, shall be installed in or  
attached to the leased premises, without the written consent of the Landlord. Unless otherwise provided herein, all such altera-  
tions, additions or improvements and systems, when made, installed in or attached to the said premises, shall belong to and  
become the property of the Landlord and shall be surrendered with the premises and as part thereof upon the expiration or  
sooner termination of this lease, without hindrance, molestation or injury.

Fire and  
other  
Casualty

6th: In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the premises shall  
be partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable, but  
the Tenant's obligation to pay the rent hereunder shall not cease. If, in the opinion of the Landlord, the premises be so exten-  
sively and substantially damaged as to render them untenable, then the rent shall cease until such time as the premises  
shall be made tenable by the Landlord. However, if, in the opinion of the Landlord, the premises be totally destroyed or so  
extensively and substantially damaged as to require practically a rebuilding thereof, then the rent shall be paid up to the time  
of such destruction and then and from thenceforth this lease shall come to an end. In no event however, shall the provisions of  
this clause become effective or be applicable, if the fire or other casualty and damage shall be the result of the carelessness,  
negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants,  
assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the cov-  
enants, conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the  
Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks  
herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs  
and expenses to make the repairs hereunder, and such insurance carriers shall have no recourse against the Landlord for  
reimbursement.

Inspection  
and Repair

7th: The Tenant agrees that the Landlord and the Landlord's agents, employees or other representatives, shall  
have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of exam-  
ining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This  
clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Land-  
lord to make such inspection or repairs.

843790060

light to  
inhibit

loss, etc.  
damage  
repairs

signs

on-liabil-  
ity of  
landlord

mortgage  
priority

security

increase of  
insurance  
rates

utilities

condemna-  
tion  
mineral  
domain

remedies  
pos-  
sessor's  
default

termination  
in default

removal of  
tenant's  
property

reimburse-  
ment of  
effort

the party

8th: The Tenant agrees to permit the Landlord and the Landlord's agents, employees or other representatives to show the premises to persons wishing to rent or purchase the same, and Tenant agrees that on and after one year next preceding the expiration of the term hereof, the Landlord or the Landlord's agents, employees or other representatives shall have the right to place notices on the front of said premises or any part thereof, offering the premises for rent or for sale; and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

9th: In case of the destruction of or any damage to the glass in the leased premises, or the destruction of or damage of any kind whatsoever to the said premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, the Tenant shall repair the said damage or replace or restore any destroyed parts of the premises, as speedily as possible, at the Tenant's own cost and expense.

10th: The Tenant shall not place nor allow to be placed any signs of any kind whatsoever, upon, in or about the said premises or any part thereof, except of a design and structure and in or at such places as may be indicated and consented to by the Landlord in writing. In case the Landlord or the Landlord's agents, employees or representatives shall deem it necessary to remove any such signs in order to paint or make any repairs, alterations or improvements in or upon said premises or any part thereof, they may be so removed, but shall be replaced at the Landlord's expense when the said repairs, alterations or improvements shall have been completed. Any signs permitted by the Landlord shall at all times conform with all municipal ordinances or other laws and regulations applicable thereto.

11th: The Landlord shall not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power, conveyor, refrigeration, sprinkler, airconditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other Tenant or of the Landlord or the Landlord's or this or any other Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of or failure, beyond the control of the landlord, of any services to be furnished or supplied by the Landlord.

12th: This lease shall not be a lien against the said premises in respect to any mortgages that may hereafter be placed upon said premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this lease, irrespective of the date of recording and the Tenant agrees to execute any instruments, without cost, which may be deemed necessary or desirable, to further effect the subordination of this lease to any such mortgage or mortgages. A refusal by the Tenant to execute such instruments shall entitle the Landlord to the option of cancelling this lease, and the term hereof is hereby expressly limited accordingly.

13th: The Tenant has this day deposited with the Landlord the sum of \$ 5,000.00 as security for the payment of the rent hereunder and the full and faithful performance by the Tenant of the covenants and conditions on the part of the Tenant to be performed. Said sum shall be returned to the Tenant, without interest, after the expiration of the term hereof, provided that the Tenant has fully and faithfully performed all such covenants and conditions and is not in arrears in rent. During the term hereof, the Landlord may, if the Landlord so elects, have recourse to such security, to make good any default by the Tenant, in which event the Tenant shall, on demand, promptly restore said security to its original amount. Liability to repay said security to the Tenant shall run with the reversion and title to said premises, whether any change of ownership thereof be by voluntary alienation or as the result of judicial sale, foreclosure or other proceedings, or the exercise of a right of taking or entry by any mortgagee. The Landlord shall assign or transfer said security, for the benefit of the Tenant, to any subsequent owner or holder of the reversion or title to said premises, in which case the assignee shall become liable for the repayment thereof as herein provided, and the assignor shall be deemed to be released by the Tenant from all liability to return such security. This provision shall be applicable to every alienation or change in title and shall in no wise be deemed to permit the Landlord to retain the security after termination of the Landlord's ownership of the reversion or title. The Tenant shall not mortgage, encumber or assign said security without the written consent of the Landlord.

14th: If for any reason it shall be impossible to obtain fire and other hazard insurance on the buildings and improvements on the leased premises, in an amount and in the form and in insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects at any time thereafter, terminate this lease and the term hereof, upon giving to the Tenant fifteen days notice in writing of the Landlord's intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate. If by reason of the use to which the premises are put by the Tenant or character of the manner in which the Tenant's business is carried on, the insurance rates for fire and other hazards shall be increased, the Tenant shall upon demand, pay to the Landlord, as rent, the amounts by which the premiums for such insurance are increased. Such payment shall be paid with the next installment of rent but in no case later than one month after such demand, whichever occurs sooner.

15th: The Tenant shall pay when due all the rents or charges for water or other utilities used by the Tenant, which are or may be assessed or imposed upon the leased premises or which are or may be charged to the Landlord by the supplier thereof during the term hereof, and if not paid, such rents or charges shall be added to and become payable as additional rent with the installment of rent next due or within 30 days of demand therefor, whichever occurs sooner.

16th: If the land and premises leased herein, or of which the leased premises are a part, or any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any for such condemnation proceedings or actions, the Landlord shall grant an option to purchase and or shall sell and convey the said premises or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and premises or any portion thereof, then this lease, at the option of the Landlord, shall terminate, and the term hereof shall end as of such date as the Landlord shall fix by notice in writing; and the Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings; and all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said lands and premises or any portion thereof. The Tenant covenants and agrees to vacate the said premises, remove all the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord in the aforementioned notice. Failure by the Tenant to comply with any provisions in this clause shall subject the Tenant to such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

17th: If there should occur any default on the part of the Tenant in the performance of any conditions and covenants herein contained, or if during the term hereof the premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter the said premises and the same have and again possess and enjoy; and as agent for the Tenant or otherwise, re-let the premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have been put to in re-entering and repossessing the same and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry to the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

18th: Upon the occurrence of any of the contingencies set forth in the preceding clause, or should the Tenant be adjudicated a bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant in bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this lease, the estate of the Tenant hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or operation of law, the Landlord may, if the Landlord so elects, at any time thereafter, terminate this lease and the term hereof upon giving to the Tenant or to any trustee, receiver, assignee or other person in charge of or acting as custodian of the asset or property of the Tenant, five days notice in writing, of the Landlord's intention so to do. Upon the giving of such notice, this lease and the term hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in this lease for the expiration hereof; and the Landlord shall have the right to remove all persons, goods, fixtures and chattels therefrom by force or otherwise, without liability for damages.

19th: Any equipment, fixtures, goods or other property of the Tenant, not removed by the Tenant upon the termination of this lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction shall be considered as abandoned and the Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

20th: If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of the within lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants, at the cost and expense of the Tenant, and the said cost and expense shall be payable on demand, or at the option of the Landlord shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this lease contained.

21st: This lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any financial loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

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RIDER

6th continued: Untenantable shall mean the inability to use the premises for the above stated purposes. In such event, if they not made tenantable within 120 days of the event, Tenant shall have the right to cancel this Lease upon written notice to Landlord, as if the normal end of lease event has occurred. Also:

(a) Tenant shall maintain a general liability policy, including elevator use, of at least \$2,000,000.00 per person and the same for property damage, with no deductible or co-insurance clauses and with Landlord listed as a "named insured". A certificate of insurance shall be submitted to Landlord for its subjective approval. On Landlord's determination (based upon evidence it obtained from an independent expert) that additional coverage is required, Tenant shall obtain such additional coverage.

(b) Tenant shall maintain Fire Insurance, with both extended and additional extended coverage, on the buildings on the premises and without any deductible or co-insurance clauses of at least \$1,000,000.00 in total. A certificate of insurance shall be submitted to the Landlord for its subjective approval. It shall show Landlord as a "Named Insured". On Landlord's determination (based upon evidence it obtained from an independent expert) that additional coverage is required, Tenant shall obtain such additional coverage.

15th replaced: Tenant shall be responsible for all utility costs and the repair of the systems involved that are on the premises- as if the owner of them. As to water service, it presently consists of a master meter and a sub-meter recording tenant's use. Tenant has been paying Landlord for its metered use. In the future, Tenant shall be responsible for paying the utility for the overall use as shown on the master meter. The water not recorded on the sub-meter shall be paid by the Landlord to the Tenant as an off-set to the rental amounts.

27th - Law: This Lease is made and to be performed in New Jersey. It shall be construed and enforced under New Jersey laws and in New Jersey Courts only. Service of process shall be complete upon the mailing of the Court papers by Certified Mail-Return Receipt to the last known address of the addressee. Proof of receipt shall not be required.

IN WITNESS WHEREOF, the representatives of the parties have set their hands and seals on the date indicated above.

attest:

Gerald Borriello  
Gerald Borriello, Secretary

FOUNDRY STREET CORPORATION

by: Frank Borriello  
Frank Borriello, President

SUN CHEMICAL CORPORATION

S. R. Cacace  
S. R. Cacace, Secretary

by: W. H. Satterman  
W. H. Satterman, Vice President

Non-Waiv.  
by Landlord

Notices

Title and  
Quiet  
Enjoyment

Entire  
Contract

16000  
ex year  
plus 1/3  
of tax  
increases  
over 1989/90  
base year  
increases  
only to  
apply after  
12-1-90

*[Handwritten signature]*

Conformable  
with  
Local  
Laws and  
Regulations

843790063

22nd: The terms, conditions, covenants and provisions of this lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

23rd: The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative, and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

24th: All notices required under the terms of this lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

25th: The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

26th: This lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, as renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

1st continued: Tenant shall pay to Landlord, in addition to base rent, ~~50.00~~ of the overall real estate taxes and assessments as to the overall premises owned by Landlord at 185 Foundry St., Newark. As to known in advance amounts, Tenant shall pay its share to Landlord by the 1st of the month preceeding the date due from Landlord to the City. Tenant shall pay its share of other amounts within 30 days of their determination, but in no event before 30 days before any due date to the City.

There shall be a 15 day grace period as to the payments from Tenant to Landlord. Also, a late payment fee of 5% of the amount due shall be charged if not received by Landlord within the 15 days. This penalty shall be cumulative to cover each month a particular amount due has not been paid by the 15th of succeeding months.

To exercise its option to renew this lease for the additional 5 years, Tenant must so notify Landlord at least one year before the end of the 1st five years of this lease.

15th Eliminated: Printed paragraph 15 is hereby eliminated.

4th continued: Tenant may assign this lease only with Landlord's written consent, which shall not be unreasonable withheld. Any such assignment shall in no way relieve Tenant from any obligations or responsibilities under this lease. Landlord may withhold such consent until the Tenant, at its own expense, complies with all environmental laws, including ECRA, as if this lease were being terminated.

3rd continued: In general, whichever party <sup>to this</sup> lease that causes an environmental "trigger", such as under ECRA, shall be responsible for all filing and testing required. Clean-up and related costs shall be borne by the Tenant except (a) if established that contamination came from property (other than these premises) of the Landlord, it shall pay them; or (2) if contamination from other adjacent properties, Tenant shall only be responsible for the first \$100,000.00. Tenant shall obtain a bond to cover this possibility.

The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

Signed, Sealed and Delivered  
in the presence of  
or Attested by

*[Signature of Gerald Borriello]*  
Gerald Borriello, Secretary

FOUNDRY STREET CORPORATION

*[Signature of Frank Borriello]*  
by: Frank Borriello, Pres. ~~Frank~~

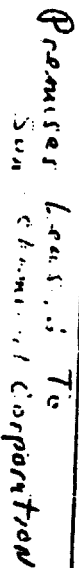
SUN CHEMICAL CORPORATION

*[Signature of S.R. Cacace]*  
S.R. Cacace, Secretary

*[Signature of W.H. Saltzman]*  
by: W.H. Saltzman, Vice President



ORCHES IN  
CITY OF  
**NEWARK**  
ESSEX COUNTY, N.J.



5.5.1 7/28/89

**843790064**

Exhibit  
13 (c)

843790065

This Deed, made the 3rd day of May

19 71

Between

KEM REALTY CO.

a corporation existing under and by virtue of the laws of the State of New Jersey  
having its principal office at 70 Blanchard Street  
in the City of Newark in the County of  
Essex and State of New Jersey herein designated as the Grantor,  
And

FOUNDRY STREET CORPORATION, a New Jersey  
corporation,

residing or located at 347 Ferry Street,  
in the City of Newark in the County of  
Essex and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantor, for and in consideration of

Two hundred fifty thousand (\$250,000.00) dollars-----

lawful money of the United States of America, to it in hand well and truly paid by the Grantees, at or  
before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the  
Grantor being therewith fully satisfied, does by these presents grant, bargain, sell and convey unto the  
Grantees forever,

All that tract or parcel of land and premises, situate, lying and being in the  
City of Newark in the  
County of Essex and State of New Jersey, more particularly described as follows:

Beginning at a point in the westerly line of Foundry Street distant 205.17  
feet southerly from a point formed by the intersection of the southerly line of  
Roanoke Avenue and the Westerly line of Foundry Street; thence (1) along the  
westerly line of Foundry Street South four degrees, twenty-five minutes, thirty  
seconds East 162.50 feet; thence (2) South sixty-seven degrees, sixteen minutes,  
twenty seconds West 384.17 feet; thence (3) North twenty-two degrees, forty-three  
minutes, forty seconds West 21.0 feet; thence (4) South sixty-seven degrees,  
sixteen minutes, twenty seconds West 70.30 feet to the easterly lands of Manu-  
facturers Railroad; thence (5) along the easterly line of Manufacturers Railroad  
North twenty-two degrees, forty-three minutes, forty seconds West 120.69 feet;  
thence (6) North sixty-seven degrees, sixteen minutes, twenty seconds East  
64.79 feet; thence (7) North twenty-two degrees, forty-three minutes, forty  
seconds West 12.59 feet; thence (8) North sixty-seven degrees, sixteen minutes,  
twenty seconds East 440.71 feet to the westerly line of Foundry Street to the  
place of beginning.

Reserving and excepting, how ever, to the grantor, its successors and assigns  
in perpetuity in common with the grantee, its successors and assigns, the full,  
free and uninterrupted right, liberty and privilege of passing and repassing in,  
on and over the following described premises.

Beginning at a point in the westerly line of Foundry Street distant 205.17 feet  
southerly from a point formed by the intersection of the southerly line of Roanoke  
Avenue and the westerly line of Foundry Street; thence (1) South sixty-seven degrees,  
sixteen minutes, twenty seconds West 440.71 feet; thence (2) South twenty-two  
degrees, forty-three minutes, forty seconds East 12.0 feet; thence (3) North  
sixty-seven degrees, sixteen minutes, twenty seconds East 436.74 feet to the  
westerly line of Foundry Street; thence (4) along the westerly line of Foundry  
Street North four degrees, twenty-five minutes, thirty seconds West 12.64 feet  
to place of beginning.

Together with an easement in perpetuity which is hereby granted to the  
grantee, its successors and assigns in common with the grantor, its successors,  
and assigns, the full, free and uninterrupted right, liberty and privilege of passing  
and repassing in, on and over the following described premises.

Beginning at a point in the westerly line of Foundry Street distant 205.17  
feet southerly from a point formed by the intersection of the southerly line of  
Roanoke Avenue and the westerly line of Foundry Street; thence (1) South sixty-  
seven degrees, sixteen minutes, twenty seconds West 440.71 feet; thence (2)  
North twenty-two degrees, forty-three minutes, forty seconds West 12.0 feet;

COUNTY OF ESSEX  
CONSIDERATION \$250,000.00  
REALTY TRANSFER FEE 2.20  
DATE BY

REGISTER

6 11 05 AM '71

RECORDING OFFICE  
ESSEX COUNTY, N.J.

14

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantor both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantor covenants that it has not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.


In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

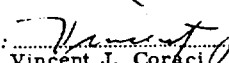
Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.

ATTEST:

KEM REALTY CO.

 Anthony A. Coraci, Secretary

By:  Vincent J. Coraci, President

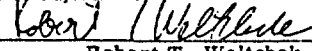
State of New Jersey, County of Essex ss.: Be It Remembered,  
that on May 3, 1971, before me, the subscriber,

personally appeared An Attorney at Law of New Jersey,  
Anthony A. Coraci,

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of Kem Realty Co.

that Vincent J. Coraci is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is \$250,000.00.

Sworn to and subscribed before me,  
the date aforesaid.

  
Robert T. Weltchek  
An Attorney at Law of New Jersey

  
Anthony A. Coraci

Prepared by: Robert T. Weltchek, Esq.

BOOK 3864 PAGE 415

# This Indenture,

Made the 17<sup>th</sup> day of May  
One Thousand Nine Hundred and Sixty-Two,  
Between CHEMICAL INDUSTRIES, INC.

a corporation of the State of New Jersey,

And KEM REALTY COMPANY, a corporation of the State of  
New Jersey, having its principal office at 605  
Broad Street, Newark, New Jersey,

Witnesseth; That the said party of the first part, for and in consideration of  
One Dollar (\$1.00) and other good and valuable considerations

lawful money of the United States of America,

has sold, conveyed and truly paid for the said  
party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is  
hereby acknowledged, and the said party of the first part, being fully satisfied, contented and  
paid, has given, granted, bargained, sold, aliened, released, conveyed, confirmed and confirmed, and  
by these presents does give, grant, bargain, sell, alien, release, convey, confirm and confirm unto the  
said party of the second part, and to its successors and assigns forever. All that  
certain tract or parcel of land and premises hereinafter particularly  
described, situate, lying and being in the City of Newark  
in the County of Essex and State of New Jersey.

BEGINNING at a point formed by the intersection of the southerly  
line of Roanoke Avenue with the westerly line of Foundry Street;  
thence (1) running along the southerly line of Roanoke Avenue  
north eighty-eight degrees twenty-seven minutes forty seconds  
west six hundred twenty-five feet and sixteen one-hundredths of a  
foot to an iron pipe marking the point of intersection of the  
southerly line of Roanoke Avenue and the easterly line of lands  
of the Manufacturers Railroad; thence (2) along the easterly  
line of the Manufacturers Railroad south twenty-two degrees  
forty-three minutes forty seconds east five hundred and eighty-  
five feet to an iron pipe; thence (3) north sixty-seven degrees  
sixteen minutes twenty seconds east seventy feet and thirty one-  
hundredths of a foot to a point; thence (4) south twenty-two  
degrees forty-three minutes forty seconds east twenty-one feet  
to a point; thence (5) north sixty-seven degrees sixteen minutes  
twenty seconds east three hundred eighty-four feet and seventeen  
one-hundredths of a foot to a point in the westerly line of Foundry  
Street; thence (6) along the westerly side line of Foundry  
Street north four degrees twenty-five minutes thirty seconds west  
three hundred sixty-seven feet and sixty-seven one-hundredths of a  
foot to the point and place of BEGINNING.

Together with all and singular the lands, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining.

Also, all the estate, right, title, interest, property, claims and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof.

To have and to hold, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

And the said party of the first part for itself and its successors, does covenant, promise and agree to and with the said party of the second part, its successors and assigns, that it has not made done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever.

In Witness Whereof, the said party of the first part has caused these presents to be signed by its President and its corporate seal to be hereto affixed and attested by its Secretary the day and year first above written.

CHEMICAL INDUSTRIES, INC.

By S. E. Ingram  
President  
S. E. Ingram

Ursula Mintz  
Secretary  
Ursula Mintz

State of New Jersey, } ss:  
County of Essex

Be it remembered, That on this 17<sup>th</sup> day of May Nineteen hundred and Sixty-Two, the subscriber, a Master of the Supreme Court personally appeared Ursula Mintz who being by me duly sworn on her oath, says that she is the Secretary of CHEMICAL INDUSTRIES, INC. the Grantor named in the foregoing Instrument, that she well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by S. E. Ingram

who was at the date thereof the President of said corporation, in the presence of this deponent, and said President, at the same time acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed her name to said Instrument as an attesting witness to the execution thereof.

Sworn and Subscribed before me  
at Newark, N.J.  
the date aforesaid

S. E. Ingram  
S. E. Ingram  
A Master of the Supreme Court  
in New Jersey

Ursula Mintz  
Ursula Mintz

(4)

Newark, New Jersey; said Central Dyestuff and Chemical Company having merged with Consolidated Color & Chemical Company to form the new merged New Jersey corporation, Consolidated Color & Chemical Company on August 13, 1930, which said corporation changed its name to H. A. Metz & Co. Inc., on March 2, 1936 and again changed its name to Roanoke, Inc., on May 24, 1937.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by its proper Officers thereunto duly authorized and its corporate seal to be hereunto affixed, on the day and year first above written.

Attest:

H. A. Metz,  
Secretary



Roanoke, Inc.,  
By A. M. Metz,  
President

STATE OF NEW YORK, SS.  
COUNTY OF NEW YORK

BEFORE ME, the subscriber, a Master in Chancery of New Jersey, personally appeared H. A. Metz, who, being by me duly sworn according to law, on his oath, doth depose and say that he is the Secretary of Roanoke, Inc., the corporation in the foregoing deed named, and that he well knows the corporate seal of said corporation; that the seal affixed to said deed is the corporate seal of the said corporation and the said seal was so affixed and the said deed was signed and delivered in pursuance of a resolution of the Board of Directors of said corporation by A. M. Metz, who was at the time of the execution thereof the President of said corporation, and that he saw the said A. M. Metz, as such President affix said seal thereunto and sign and deliver the said deed and heard her declare that she signed, sealed and delivered the same as the voluntary act and deed of said corporation pursuant to said resolution and that this defendant signed his name thereto at the same time as a subscribing witness.

Subscribed and sworn to before me,

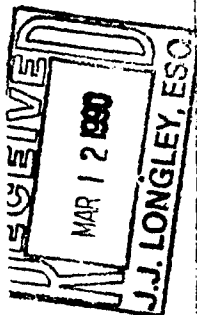
this 20th day of January, 1939.

H. A. Metz

Milton B. Conford, A Master in Chancery of New Jersey.

Received in the Office January 24th A. D. 1939, at 2:28 P. M.

Recorded at the Request of Board, Abbott & Morgan.



COMPARED  
BY  
17-87

ROANOKE, INC.,  
TO  
CHEMICAL INDUSTRIES, INC.,

THIS INDENTURE, Made the 20th day of January, 1939, between Roanoke, Inc., a corporation organized and existing under the laws of the State of New Jersey, having its principal office at Brown Street and Lister Avenue, in the City of Newark, County of Essex and State of New Jersey, party of the first part, and Chemical Industries, Inc., a corporation organized and existing under the laws of the State of New Jersey, having its principal office at No. 96 Roanoke Avenue, in the City of Newark, County of Essex, and State of New Jersey, party of the second part, WITNESSETH;

(\$40.00)

That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10), lawful money of the United States of America and other good and valuable considerations to it in hand well and truly paid by the said party of the second part at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm to the said party of the second part, and to its successors and assigns forever ALL that certain tract or parcel of land and premises, with the buildings and

DA 494-124

1/24/39

between Roanoke Avenue on the north, Foundry Street on the east, Manufacturers Railroad on the west, and other property simultaneously herewith conveyed by the party of the first part to the party of the second part on the south, and being all of the premises conveyed by J. Rogers Maxwell and Maria Louise Maxwell, his wife, to Central Dyestuff and Chemical Company by deed recorded in Book W. 31 of Deeds for Essex County at page 445 thereof; and being a part of the premises conveyed by Standard Oil Company to Central Dyestuff and Chemical Company by deed recorded in Book X. 31 of Deeds for said County at page 221 thereof; and being also a part of the premises conveyed by Waldron Brothers Realty Company to Central Dyestuff and Chemical Company by deed recorded in Book C. 56 of Deeds for said County at page 506 thereof; and being also a part of the premises conveyed by Municipal Investment Company to Central Dyestuff and Chemical Company by deed recorded in Book T. 57 of Deeds for said County at page 2 thereof; and being also a part of the premises formerly known as Plum Point Lane, duly vacated by the City of Newark, New Jersey; said Central Dyestuff and Chemical Company having merged with Consolidated Color & Chemical Company to form the new merged New Jersey corporation, Consolidated Color & Chemical Company on August 13, 1930, which said corporation changed its name to H. A. Metz & Co., Inc., on March 2, 1936 and again changed its name to Roanoke, Inc., on May 24, 1937.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, on the day and year first above written.

Attest:  
H. A. Metz,  
Secretary



Roanoke, Inc.,  
By A. M. Metz,  
President

STATE OF NEW YORK, SS:  
COUNTY OF NEW YORK

BE IT REMEMBERED, That on this 20th day of  
January, One thousand nine hundred and thirty-

nine, before me, the subscriber, a Master in Chancery of New Jersey, personally appeared H. A. Metz, who, being by me duly sworn according to law, on his oath, doth depose and says that he is the Secretary of Roanoke, Inc., the corporation in the foregoing deed named, and that he well knows the corporate seal of said corporation; that the seal affixed to said deed is the corporate seal of the said corporation and the said seal was so affixed and the said deed was signed and delivered in pursuance of a resolution of the Board of Directors of said corporation by A. M. Metz, who was at the time of the execution thereof the President of said corporation, and that he saw the said A. M. Metz as such President affix said seal thereunto and sign and deliver the said deed and heard her declare that she signed, sealed and delivered the same as the voluntary act and deed of said corporation pursuant to said resolution and that this deponent signed his name thereto at the same time as a subscribing witness.

Subscribed and sworn to before

me this 20th day of January, 1939.

H. A. Metz

Milton B. Conford, A Master in Chancery of New Jersey.

Received in the Office January 21st A. D. 1939 at 3:28 P. M.

No. 40

Recorded at the request of Breed, Abbott & Morgan.

ROANOKE, INC.,  
TO  
CHEMICAL INDUSTRIES, INC.,

THIS INDENTURE, made the 20th day of January,  
One thousand nine hundred and thirty-nine,  
between Roanoke, Inc., a corporation organized  
and existing under the laws of the State of  
New Jersey, having its principal office at Brown Street and Lister Avenue, in the City of  
Newark, County of Essex, and State of New Jersey, party of the first part, and Chemical



Exhibit  
14 (d)

843790072

*State of Delaware*  
*Office of the Secretary of State*

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "SUN CHEMICAL CORPORATION", FILED IN THIS OFFICE ON THE SIXTH DAY OF FEBRUARY, A.D. 1995, AT 10 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2109148 8100

950027236

AUTHENTICATION:

7398825

DATE:

02-07-95

**RESTATED CERTIFICATE OF INCORPORATION**  
**OF**  
**SUN CHEMICAL CORPORATION**

**WHEREAS**, Sun Chemical Corporation was incorporated under the name Sun/DIC Acquisition Corp. by a Certificate of Incorporation filed on December 1, 1986, with the Secretary of State of the State of Delaware; and

**WHEREAS**, the name of the corporation was changed to Sun Chemical Corporation by a Certificate of Amendment filed on June 19, 1987, with the said Secretary of State; and

**WHEREAS**, the corporation desires to integrate and restate its Certificate of Incorporation, as heretofore amended and supplemented prior to the date of adoption of this Restated Certificate of Incorporation; and

**WHEREAS**, this Related Certificate of Incorporation only restates and integrates but does not further amend the Corporation's Certification of Incorporation, as heretofore amended and supplemented, and there is no discrepancy between those provisions and this Restated Certificate of Incorporation; and

**WHEREAS**, this Restated Certificate of Incorporation was duly adopted by the board of directors of the corporation pursuant to the provisions of Section 245 of the General Corporation Law of the State of Delaware;

**NOW THEREFORE**, pursuant to Section 245 of the General Corporation Law of the State of Delaware, Sun Chemical Corporation hereby adopts the following as its Restated Certificate of Incorporation:

## **ARTICLE I**

The name of the corporation (hereinafter called the "Corporation") is Sun Chemical Corporation.

## **ARTICLE II**

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

## **ARTICLE III**

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

## **ARTICLE IV**

The total number of shares of stock which the Corporation shall have authority to issue is 2,000 shares of the par value of \$1.00 per share. All such shares shall be of one class and shall be designated "Common Stock".

## **ARTICLE V**

For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders, it is further provided that:

- (a) the number of directors of the Corporation shall be fixed by, or in the manner provided in, the By-laws of the Corporation;

(b) in furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized and empowered to make, alter, amend or repeal the By-laws of the Corporation in any manner not inconsistent with the laws of the State of Delaware or this Certificate of Incorporation, subject to the power of the stockholders of the Corporation having voting power to alter, amend or repeal the By-laws of the Corporation made by the Board of Directors;

(c) in addition to the powers and authorities herein or by statute expressly conferred upon it, the Board of Directors may exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the laws of the State of Delaware, of this Certificate of Incorporation and of the By-laws of the Corporation;

(d) any director or any officer elected or appointed by the stockholders or by the Board of Directors, or any committee thereof, may be removed at any time by the unanimous consent of the stockholders or in such other manner as shall be provided in the By-laws of the Corporation; and

(e) unless and except to the extent that the By-laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

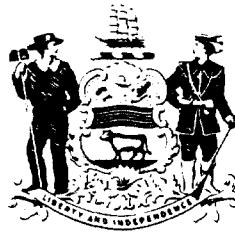
## ARTICLE VI

(a) To the fullest extent that the General Corporation Law of the State of Delaware as it exists on the date hereof or as it may hereafter be amended permits the limitation or elimination of the liability of directors, no director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.



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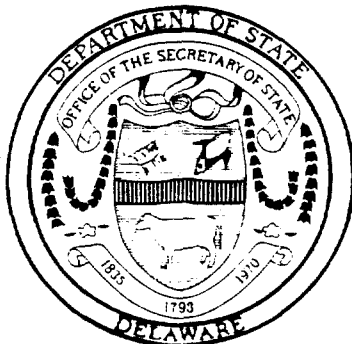
BOOK 558 PAGE 0939



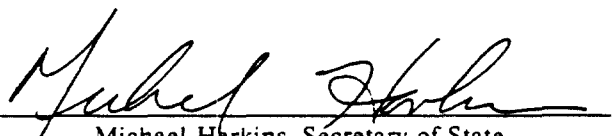
## Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF SUN/DIC ACQUISITION CORP. FILED IN THIS OFFICE ON THE NINETEENTH DAY OF JUNE, A.D. 1987, AT 10 O'CLOCK A.M.

1 1 1 1 1 1 1 1 1



727170053

  
Michael Harkins, Secretary of State

AUTHENTICATION: 11284947

DATE: 06/19/1987

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CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
SUN/DIC ACQUISITION CORP.

BOOK 558 PAGE 0393  
FILED

JUN 19 1987

10 AM  
[Signature]

Pursuant to Section 242 of the General Corporation Law of the State of Delaware, Sun/DIC Acquisition Corp., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), DOES HEREBY AMEND the Certificate of Incorporation of the Corporation and DOES HEREBY CERTIFY as follows:

1. The name of the Corporation is Sun/DIC Acquisition Corp.

2. The Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on December 1, 1986.

3. The Certificate of Incorporation of the Corporation hereby is amended to effect a change in its corporate name from Sun/DIC Acquisition Corp. to Sun Chemical Corporation. Accordingly, ARTICLE FIRST of the Certificate of Incorporation is amended by deleting ARTICLE FIRST and substituting therefor:

"ARTICLE FIRST

The name of the corporation (hereinafter called the "Corporation") is Sun Chemical Corporation."

4. The Certificate of Incorporation of the Corporation is hereby amended by deleting ARTICLE FOURTH and substituting therefor:

"ARTICLE FOURTH

The total number of shares of stock which the Corporation shall have authority to issue is 2,000 shares of the par value of \$1.00 per share. All such shares shall be of one class and shall be designated "Common Stock".

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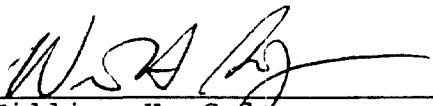
5. The Board of Directors of the Corporation has adopted a resolution setting forth the foregoing amendment and declaring its advisability and the holder of all the issued and outstanding shares of stock of the Corporation has given its written consent to such amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

6. The foregoing amendment has been duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Sun/DIC Acquisition Corp. has caused this Certificate of Amendment to be made and signed by its Vice President, who does acknowledge that it is his act and deed and the act and deed of the Corporation and that the facts stated herein are true, and attested by its Secretary, this 10<sup>th</sup> day of June 1987.

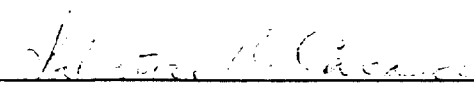
SUN/DIC ACQUISITION CORP.,

By

  
 William H. Salzman  
 Vice President

Attest:

By

  
 Salvatore R. Cacace  
 Treasurer and Secretary

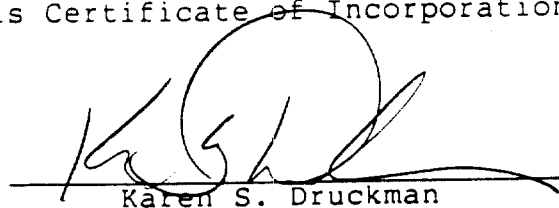
RECORDED FOR RECORD

JUN 23 1987

William M. Honey, Recorder

BOOK 448 PAGE 0927

that the facts stated in this Certificate of Incorporation  
are true.



Karen S. Druckman

**RECEIVED FOR RECORD**

DEC 03 1986

**LEO J. DUGAN, Jr., Recorder**

**843790081**

25623

State of Delaware

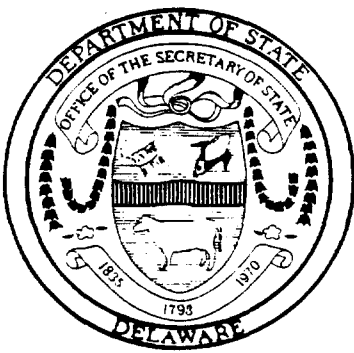
PAGE 1



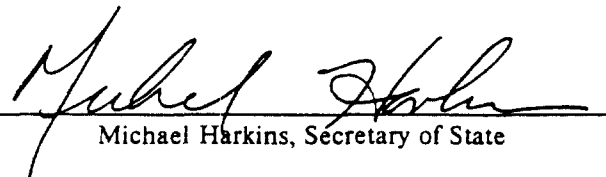
## Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF SUN/DIC ACQUISITION CORP. FILED IN THIS OFFICE ON THE FIRST DAY OF DECEMBER, A.D. 1986, AT 10 O'CLOCK A.M.

| | | | | | | | | |



726335028

  
Michael Harkins, Secretary of State

AUTHENTICATION: 11025586

DATE: 12/01/1986

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BOOK 448 PAGE 0923

FILED

DEC 1 1986

10 AM

*Robert H. Hester*  
RECORDING CLERK

CERTIFICATE OF INCORPORATION  
OF  
SUN/DIC ACQUISITION CORP.

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ARTICLE FIRST

The name of the corporation (hereinafter called the "Corporation") is Sun/DIC Acquisition Corp.

ARTICLE SECOND

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

ARTICLE THIRD

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE FOURTH

The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares of the par value of \$1.00 per share. All such shares shall be of one class and shall be designated "Common Stock".

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## ARTICLE FIFTH

The name and mailing address of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
Karen S. Druckman	One Chase Manhattan Plaza New York, N. Y. 10005

## ARTICLE SIXTH

For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders, it is further provided that:

(a) the number of directors of the Corporation shall be fixed by, or in the manner provided in, the By-laws of the Corporation;

(b) in furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized and empowered to make, alter, amend or repeal the By-laws of the Corporation in any manner not inconsistent with the laws of the State of Delaware or this Certificate of Incorporation, subject to the power of the stockholders of the Corporation having voting power to

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alter, amend or repeal the By-laws of the Corporation made by the Board of Directors;

(c) in addition to the powers and authorities herein or by statute expressly conferred upon it, the Board of Directors may exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the laws of the State of Delaware, of this Certificate of Incorporation and of the By-laws of the Corporation;

(d) any director or any officer elected or appointed by the stockholders or by the Board of Directors, or any committee thereof, may be removed at any time by the unanimous consent of the stockholders or in such other manner as shall be provided in the By-laws of the Corporation; and

(e) unless and except to the extent that the By-laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

#### ARTICLE SEVENTH

(a) To the fullest extent that the General Corporation Law of the State of Delaware as it exists on the

date hereof or as it may hereafter be amended permits the limitation or elimination of the liability of directors, no director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

(b) In addition to any requirements of law and any other provisions herein or in the terms of any class or series of capital stock having a preference over the Common Stock of the Corporation as to dividends or upon liquidation (and notwithstanding that a lesser percentage may be specified by law), the affirmative vote of the holders of 80% or more of the voting power of the then outstanding voting stock of the Corporation, voting together as a single class, shall be required to amend, alter or repeal any provision of this Article.

IN WITNESS WHEREOF, I, Karen S. Druckman, the sole incorporator of Sun/DIC Acquisition Corp., have executed this Certificate of Incorporation this 26th day of November, 1986, and DO HEREBY CERTIFY under the penalties of perjury